

***United States Court of Appeals
for the
District of Columbia Circuit***



**TRANSCRIPT OF
RECORD**

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3-31-69
(2)

IN THE
UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

460

No. 21,928
INTERNATIONAL MOLDERS & ALLIED WORKERS UNION, AFL-CIO, *Petitioner.*

v.
NATIONAL LABOR RELATIONS BOARD, *Respondent*
and
TYLER PIPE & FOUNDRY COMPANY, *Intervenor*

No. 22,002
United States Court of Appeals for the District of Columbia Circuit
NATIONAL LABOR RELATIONS BOARD, *Petitioner.*
v.

FILED FEB 7 1969 TYLER PIPE & FOUNDRY COMPANY, *Respondent.*

Nathan Paulson
CLERK

No. 22,263
TYLER PIPE & FOUNDRY COMPANY, *Petitioner.*
v.
NATIONAL LABOR RELATIONS BOARD, *Respondent.*
and
INTERNATIONAL MOLDERS & ALLIED WORKERS UNION, AFL-CIO, *Intervenor.*

PETITION TO REVIEW AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

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(i)

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1
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FOR THE DISTRICT OF COLUMBIA CIRCUIT

INTERNATIONAL MOLDERS & ALLIED
WORKERS UNION, AFL-CIO,

Petitioner,

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NATIONAL LABOR RELATIONS BOARD,

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NATIONAL LABOR RELATIONS BOARD,

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and

INTERNATIONAL MOLDERS & ALLIED
WORKERS UNION, AFL-CIO,

Intervenor.

Sent to Ct. 103.68
cc to each counsel
W
NO. 21,928

NO. 22,002

NO. 22,263

PREHEARING CONFERENCE STIPULATION

Pursuant to the Rules of this Court, the parties, subject to the Court's approval, hereby stipulate and agree as follows:

I. THE ISSUES

All parties agree that the issues presented are:

CASE NO. 21,928

1. Whether the Board properly refused to find that employee Arthur C. Smith, II, was discharged in violation of Section 8(a)(3) and (1) of the Act.

2. Whether the Board properly refused to find that certain changes in classifications and/or promotions granted by the Company from September 1965 to June 1966, without prior consultation or collective bargaining with the Union, violated Section 8(a)(5) and (1) of the Act.

3. Whether the Board properly refused to find that the Company's no-solicitation rule was enforced on a discriminatory basis.

4. Whether the Board properly refused to find that certain conduct of the manager of the employee credit union at the Company's plant was attributable to the Company and violative of Section 8(a)(1).

5. Whether the Board properly refused to find that the Company violated Section 8(a)(3) and (1) of the Act by discriminatorily withholding a general wage increase prior to June 12, 1966.

CASES NOS. 22,002 and 22,263

1. Whether substantial evidence on the record as a whole

supports the Board's finding that the Company violated Section 8(a)(3) and (1) of the Act by:

a. discharging seven employees on or about August 5, 1966, because they engaged in protected activities; and

b. discharging employee Clifton McCloud on or about August 19, 1966, because of his union activities.

2. Whether, in the light of the decision to be rendered by the Court of Appeals for the Fifth Circuit in Cause No. 25146, substantial evidence on the record as a whole supports the Board's finding that the Company violated Section 8(a)(5) and (1) of the Act by:

a. unilaterally instituting a general wage increase in hourly rates and shift differentials on or about June 12, 1966; and,

b. failing to notify and give the Union an opportunity to bargain concerning certain shift changes and wage reductions.

3. Whether substantial evidence on the record as a whole supports the Board's finding that the Company violated Section 8(a)(1) of the Act by prohibiting certain union solicitation and distribution of union literature.

4. Whether the Board properly found that the strike commencing on or about August 16, 1966, was an unfair labor practice strike.

II. THE APPENDIX

The record in this case shall be reduced to an Appendix, to be comprised of the materials each party may designate. The Appendix will

be prepared pursuant to the deferred procedure authorized by Rule 30(c) of the Federal Rules of Appellate Procedure and Rule 9(a) of the General Rules of this Court. Accordingly, the parties shall serve their designations at the time they serve their respective briefs. The Union (first-filed petitioner) shall prepare the Appendix, which shall be prepared by the Xerox method provided for in Rule 32 of the Federal Rules of Appellate Procedure and Rule 9(a) of the General Rules of this Court. The Union shall pay initially for the cost of reproducing the Decision and Order of the Board, the Trial Examiner's Decision, this stipulation and the Court's order thereon, and all portions of the transcript it designates. The Board and the Company shall initially pay the cost of all portions of the transcript which they designate. The Union shall also be responsible for filing the Appendix with the Court, and shall file said Appendix within 21 days after service of respondent's brief. Seven copies shall be filed with the Court, and three copies shall be sent to each party.

III. BRIEFS

The parties agree that, pursuant to Rule 30(c) of the Federal Rules of Appellate Procedure, the briefs may initially be filed in typewritten form. Printed copies of all briefs shall be filed and served within 14 days of the filing of the Appendix.

Dated at Washington, D.C.,

this 3rd day of October, 1968.

Dated at Washington, D.C.
this 3rd day of October, 1968.

Dated at Dallas, Texas

this 1st day of Oct. 1968

Marcel Mallet-Prevost

Marcel Mallet-Prevost
Assistant General Counsel
NATIONAL LABOR RELATIONS BOARD

Herbert S. Thatcher
Counsel for the Union

George E. Lane
Counsel for the Company

William P. Lincoln Jr.
Counsel for the Company

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

TYLER PIPE & FOUNDRY COMPANY

and

Case No. 16-CA-2782

INTERNATIONAL MOLDERS AND ALLIED
WORKERS UNION, AFL-CIO

APPENDICES TO TYLER'S TRIAL BRIEF

[APPENDIX No. 1]



NATIONAL LABOR RELATIONS BOARD

REGION 16

Room 8A24, Federal Office Building, 819 Taylor Street

Fort Worth, Texas 76102

Telephone 334-2921

August 23, 1966

Tyler Pipe and Foundry Company
P. O. Box 2027
Tyler, Texas 75702

Re: Tyler Pipe and Foundry Company
Case No. 16-CA-2777

Gentlemen:

This is to advise that we have today approved, without prejudice, the withdrawal of the charge in the above matter, and we contemplate no further action in this case.

We are appreciative of your cooperation.

Sincerely yours,

cc: Mr. Frank W. Love
Route 6, Box 101A
Tyler, Texas

Elmer Davis
Regional Director

George Seay, Esquire
1410 Dallas Federal Savings Bldg.
Dallas, Texas

Glen L. Greene, Jr., Esquire
401 City National Bank Bldg.
Miami, Florida 33130



NATIONAL LABOR RELATIONS BOARD

REGION 16

Room 8A24, Federal Office Building, 819 Taylor Street

Fort Worth, Texas 76102

Telephone 334-2921

September 13, 1966

Tyler Pipe and Foundry Company
P. O. Box 2027
Tyler, Texas

Re: Tyler Pipe & Foundry Company
Case No. 16-CA-2785
16-CA-2791

Gentlemen:

This is to advise that we have today approved, without prejudice, the withdrawal of the charges in the above cases, and we contemplate no further action in these matters.

We are appreciative of your cooperation.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Elmer Davis", is written over a horizontal line. Below the signature, the name "Elmer Davis" and title "Regional Director" are printed.
Elmer Davis
Regional Director

cc: George Seay, Esquire
Federal Savings Building
Dallas, Texas

Mr. Arthur Curtis Smith
Route 5, Box 74
Tyler, Texas

Mr. Charles A. Boyd, Dist. Repr.
International Molders & Allied Workers
Union, AFL-CIO
5 Lakeside Drive
Bridgeton, New Jersey 08302

[APPENDIX No. 10]

PERSONNEL
POLICIES AND PROCEDURES

Section A
No. 1
Date: Rev. 2-14-65

TYLER PIPE AND FOUNDRY COMPANY

Approved: John A. Warner

Executive Vice President

I. HOURLY RATE STRUCTURE

The Company's hourly rate structure consists of a series of pay rates for eleven (11) labor grades. Each labor grade is broken down as follows:

- A. Base Rate - The rate paid new inexperienced employees upon entering the job.
- B. Job Rate - The rate paid an employee when he meets all requirements of job and performs all aspects of the job in a proficient manner.
- C. Job Rate to Top Rate - This is a range of pay which the employee will progress through as his performance exceeds the normal job requirements.

RATE STRUCTURE

LABOR GRADE	BASE RATE	JOB RATE	TOP RATE
I	2.46	2.60	2.80
II	2.32	2.44	2.60
III	2.19	2.28	2.42
IV	2.03	2.14	2.24
V	1.91	2.00	2.09
VI	1.81	1.90	1.98
VII	1.72	1.80	1.88

VIII	1.65	1.73	1.80
IX	1.59	1.66	1.73
X	1.54	1.61	1.67
XI	1.50	1.56	1.62

[APPENDIX No. 11]

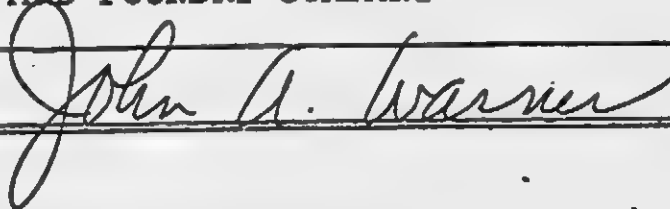
Present Rate Structure

PERSONNEL POLICIES AND PROCEDURES

Section A
No. 1
Date: Rev. 6-12-66

TYLER PIPE AND FOUNDRY COMPANY

Approved: _____



President

I. HOURLY RATE STRUCTURE

The Company's hourly rate structure consists of a series of pay rates for eleven (11) labor grades. Each labor grade is broken down as follows:

- A. Base Rate - The rate paid new inexperienced employees upon entering the job.
- B. Job Rate - The rate paid an employee when he meets all requirements of job and performs all aspects of the job in a proficient manner.
- C. Job Rate to Top Rate - This is a range of pay which the employee will progress through as his performance exceeds the normal job requirements.

RATE STRUCTURE

LABOR GRADE	BASE RATE	JOB RATE	TOP RATE
I	2.52	2.66	2.86

II	2.38	2.50	2.66
III	2.25	2.34	2.48
IV	2.09	2.20	2.30
V	1.97	2.06	2.15
VI	1.87	1.96	2.04
VII	1.78	1.86	1.94
VIII	1.71	1.79	1.86
IX	1.65	1.72	1.79
X	1.60	1.67	1.73
XI	1.56	1.62	1.68

[Caption Omitted in Printing]

TRIAL EXAMINER'S DECISION

Statement of the Case

This proceeding, brought under Section 10(b) of the National Labor Relations Act, as amended, herein called the Act, was heard, upon due notice, before David E. Davis, the duly designated Trial Examiner, on December 6, 7, and 8, 1966, January 23, 1967, February 16 and 17, 1967.

The Complaint, several times amended during the course of the hearing by the General Counsel,¹ was originally issued on October 26, 1966. The original charge was filed by International Molders and Allied Workers Union, AFL-CIO, on August 23, 1966 and amended on September 12, 1966.

The principal issues litigated may be summarized as follows:

1. Did Respondent by and through certain named supervisors and officials engage in various acts violative of Section 8(a)(1)?

¹In view of the amendments, the undersigned Trial Examiner afforded Respondent Counsel continuances to investigate and prepare the defense. The delays occasioned thereby, in my judgment, were well warranted as it enabled the parties to litigate all outstanding issues in one proceeding rather than to engage in a multiplicity of suits with the attendant delays and duplications.

2. Did Respondent violate Section 8(a)(1) and (3) of the Act by the discriminatory and unlawful discharge of Arthur C. Smith II and Clifton McCloud?

3. Did Respondent violate Section 8(a)(1) and (3) by discharge and/or refusal to reinstate Frank W. Love, Leon M. Clay, Dolphus Howard, J. W. Hargest, Ella Mae Campbell, Emma Jean Dixon, and Francis Johnson?

4. Did Respondent violate Section 8(a)(1) and (5) by unilaterally changing the shift hours and wages of certain employees in the Hub Core Department of Respondent's plant?

5. Was the strike, which commenced on August 16, 1966 and terminated on August 23, 1966, an unfair labor practice strike?

6. Did Respondent unlawfully withhold wage increases from its employees from February 23, 1966 to June 11, 1966, in violation of Section 8(a)(1), (3) and (5)?

7. Did Respondent violate Section 8(a)(1) and (5) of the Act by the unilateral grant of a general wage increase on June 12, 1966?

8. Did Respondent violate Section 8(a)(1) and (5) of the Act by unilateral promotions, changes in job classifications, changes in job grades and wages of approximately 415 employees from February 26, 1966 to June 18, 1966?

The General Counsel and Counsel for the Respondent have each submitted helpful briefs. The General Counsel argues that each of the questions posed above must be answered in the affirmative, while Counsel for Respondent argues that they must be answered in the negative. During the course of the hearing Respondent Counsel made certain motions which were renewed in his brief. These motions are disposed by the decision herein, and, as will appear, they are granted in part and denied in part.

Upon the entire record and after careful consideration of the brief filed by the parties, I make the following:

Findings of Fact

I. The Business of Respondent

The complaint alleges, Respondent's answer admits, and I find that Respondent is a Texas corporation, having its principal office and place of business in Swan, Texas, where it is engaged in the manufacture of soil pipe and fittings. During the year preceding the issuance of the complaint, a representative period, Respondent, in the course and conduct of its business, purchased and received at its Swan plant from points outside the State of Texas, raw material valued in excess of \$50,000 and during the same period, sold and shipped in excess of \$50,000 of its products to points outside the State of Texas. Accordingly, I find that Respondent is engaged in commerce within the meaning of Section 2(6) and (7) of the Act and that it will effectuate the policies of the Act to assert jurisdiction herein.

II. The Labor Organization Involved

As the evidence established that the Union represents and bargains collectively for employees and is the certified collective-bargaining representative of certain employees in Respondent's Swan plant, I find that International Molders and Allied Workers Union, AFL-CIO, herein called the Union, is a labor organization within the meaning of Section 2(5) of the Act.

III. The Unfair Labor Practices

A. Prefatory Statement

1. Official notice is taken of the Board's Decision issued on November 4, 1966 in which the Board found that Respondent violated Section 8(a)(5) and (1) of the Act by refusing to bargain with the Union, the duly certified collective-bargaining representative of Respondent's production and maintenance employees in its Swan, Texas, plant.²

²Tyler Pipe and Foundry Company, 161 NLRB No. 66.

2. Likewise, it was stipulated and official notice is taken that the Union on September 30, 1965, pursuant to a Board-conducted election on August 5, 1965, was certified as the collective-bargaining representative in the following unit found appropriate by the Board:

All production and maintenance employees employed by Respondent at its plant in Swan, Texas, excluding over-the-road truckdrivers and their helpers, professional and technical employees, office and plant clerical employees, guards, watchmen, and supervisors as defined in the Act.

3. It is further noted that Respondent is presently contesting in the Circuit Court of Appeals the Board's Decision in Case No. 161 NLRB No. 66 and the propriety of the Board's certification of the Union as the collective-bargaining representative of Respondent's employees in the unit described above.

B. Arthur C. Smith II

It is alleged that Smith was constructively discharged on February 28, 1966. Respondent maintains initially that Smith, in fact, voluntarily quit on February 28, 1966, and secondly, that even if it is found that Smith was constructively discharged, Section 10(b) of the Act precludes a finding that Respondent violated the Act in this regard.

It was indicated to the parties at the hearing that the undersigned Trial Examiner was of the tentative opinion that Smith's situation was outlawed by Section 10(b). However, no final ruling was made in the matter in order to provide the General Counsel an opportunity to file a brief on the subject. After reviewing the brief and the authorities cited therein, I retain my conviction that the Smith case is excluded from my consideration because of Section 10(b).

As stated above, the original charge in this proceeding was filed on August 23, 1966.³

The charge did not include Smith's alleged discharge but specifically named Love, Clay, Howard, Hargest, Campbell, Dixon, and Johnson. It alleged that Respondent, on August 5, 1966, discriminated against these employees because of their union membership or activity. The concluding phrase of the charge reads as follows: "By such conduct the Employer has restrained and coerced employees in the exercise of rights guaranteed by Section 7 of the Act." On September 12, 1966, an amended charge was filed alleging discrimination against the seven-named employees in the initial charge and adding the names of Clifton McCloud as having been discriminatorily discharged on August 17, 1966 and Smith on March 20, 1966. Inasmuch as it was stipulated during the course of the hearing that Smith's alleged discharge or separation from employment occurred on February 28, 1966, it is clear that the event took place more than 6 months prior to the filing of the amended charge on September 12, 1966.

The General Counsel, additionally, refers to a withdrawn charge filed by Love on August 19, 1966,⁴ prior to the expiration of the 10(b) period and which included a catchall phrase that could be construed to include Smith's alleged discharge. However, this charge was withdrawn and is not before me in this proceeding. Other withdrawn charges referred to by the General Counsel were filed after the expiration of the 10(b) period with regard to Smith's alleged discharge. Accordingly, the latter charges, as they were withdrawn, are not before me and are also barred from my consideration be-

³General Counsel's Exhibit 1(a).

⁴It seems rather obvious that a complaint cannot be predicated on a withdrawn charge. Hence, the only charges upon which the complaint in this proceeding was issued were the original charge of August 23, 1966 and the amended charge of September 12, 1966.

cause of the lapse of the 10(b) period.¹⁵⁵ The restrictive language contained in the August 23, 1966 charge, as recited above, limits its operation and the complaint cannot broaden its scope. Neither can the Trial Examiner expand the plain meaning of the charge by relying on the intent of the person filing the charge. Whether the charge was inartfully drawn or contained inadvertent omissions or errors, the statutory provisions of Section 10(b) must be applied. The General Counsel also argues that, "in any event" the alleged discharge constitutes a violation of Section 8(a)(1) of the Act in that it is clearly "related to" the charge filed on August 23, 1966. I disagree. The phrase "By such conduct" is restrictive language which limits both the alleged 8(a)(1) and 8(a)(3) conduct encompassed therein to the discharge of the seven employees named, and Smith was not one of those named.

While I agree with the General Counsel that the function of a charge is merely to set in motion the Board's machinery of inquiry and that the complaint constitutes the formal pleading upon which issue is joined; nevertheless, the statutory requirements of Section 10(b) cannot be loosely regarded. In view of the foregoing, I shall dismiss the complaint insofar as it alleges the discharge of Smith as a violation of the Act.

In this posture of the Smith case, I need not consider whether or not Smith was constructively discharged because of his union activity or membership. I believe it is unnecessary to unduly lengthen this Decision by setting forth the voluminous testimony with regard to the events leading to Smith's separation from his employment at the plant. However, in view of the possible impact the Smith case may have on other facets of this proceeding, it seems expedient that I should indicate the findings I would have made were I required to rule on the merits. I would find that Smith voluntarily quit

⁵The Board has held that the proviso to Section 10(b) enacts a 6-month statute of limitations. In each case the 6-month period is determined by the date of service of the charge. Koppers, Inc., 163 NLRB No. 64.

his employment. I would find that the General Counsel has not sustained the required burden of proof as delineated in prior Board decisions involving constructive discharges.⁶

The amended charge filed on September 12, 1966 presents a different question as it contains a so-called catchall paragraph which reads:

By the acts set forth above, and by other acts and conduct, it, by its officers, agents and employees, interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

It was pursuant to this charge that certain amendments to the complaint were permitted. In the original complaint some acts were alleged only as 8(a)(1) violations and were subsequently amended to allege violations of Section 8(a)(5) as well. As a whole the additional acts encompassed by the amendments to the complaint will not be considered as violations, because of Section 10(b), whenever such acts occurred prior to March 13, 1966, as they would refer to a period more than six months prior to the service on Respondent of the amended charge. It should also be noted that during the course of the hearing, Respondent waived the filing of new charges covering various amendments to the Complaint. Accordingly, the amended charge of September 12, 1966 is applicable to the latter amendments.

C. Clifton McCloud

McCloud was employed by Respondent as a maintenance mechanic from March 15, 1966 until his discharge on August 19, 1966. Respondent concedes that it possessed knowledge of McCloud's union adherence and union activity. Respondent likewise acknowledges that McCloud was prominent in the Union by virtue of his being on the Union's inplant committee. Respondent, although admitting its knowledge of McCloud's union preference,

⁶Beiser Aviation Corporation, 135 NLRB 450; Springfield Garment Manufacturing, 152 NLRB 1045.

activity and prominence, nevertheless insists that it discharged him because of McCloud's misconduct during the strike which occurred at Respondent's plant between August 16 and 23, 1966. It was stipulated that all of the strikers, except McCloud, were immediately reinstated at the conclusion of the strike. The events leading to McCloud's discharge have their origin at the picket line on the evening of August 17, 1966. McCloud, about 11 p.m. that evening, had parked an automobile near an entrance to one of the gates leading to the plant. The automobile was equipped with a loudspeaker and McCloud was addressing (heckling, Respondent terms it) remarks to non-striking employees as they were leaving the plant. Around 12 midnight, Patrick A. Thomas, a student employed during the summer by Respondent, called for Lawrence Crow, a non-striking employee. As Crow drove out of the gate with Thomas in the passenger seat, McCloud directed the following remarks to them from the loudspeaker, "Here comes two good men. Why don't you come out and join the strike." Crow shook his head and drove his car across the adjacent highway. McCloud thereupon stated, "How does it feel to scab on a fellow employee?" Crow responded to this by sticking his head out of his car window and extending his middle finger in an obscene manner while at the same time saying, "You go to hell, you stupid son-of-a-bitch."⁷

McCloud thereupon started his car and drove after Crow. Another employee, C. S. Williams, was a passenger in McCloud's car. At speeds of 25-50 miles per hour the two cars proceeded down the highway. After 1-1/2 or 2 miles, McCloud caught up with Crow and shouted, "You bald-headed son-of-a-bitch, if you pull over, we will see who the stupid son-of-a-bitch is." Crow replied "follow me to town." After this interchange Crow proceeded along and McCloud passed him, later Crow passed McCloud and it appeared

⁷ I credit McCloud's version of this interchange at the gate although Crow and Thomas testified somewhat differently.

to Crow that McCloud was at times attempting to crowd him off the highway. When the two cars approached the city limits McCloud turned off and proceeded to the union hall while Crow proceeded to the sheriff's office in order to swear out a complaint against McCloud. Crow was advised by the sheriff to return the next morning.

Crow immediately contacted Respondent officials on the telephone and informed them of the incident. He was told to report at the office the next morning before proceeding to the district attorney's office. Crow testified that he would not have pressed charges against McCloud if it would embarrass the Respondent. Several officials of the Respondent, including McKie, accompanied Crow to the district attorney's office where a criminal complaint was issued against McCloud charging him with the use of abusive language.⁸ The criminal complaint issued alleges the following:

In the presence and hearing of L. E. Crow, did curse and abuse the said L. E. Crow, and use violently abusive language to and concerning the said L. E. Crow, under circumstances reasonably calculated to provoke a breach of the peace; . . .

McCloud unsuccessfully attempted to secure a counter complaint against Crow. When McCloud's case came to trial before a jury, on October 25, 1966, he was found not guilty.^{8-a}

On August 19, 1966, the morning after Crow swore out the criminal complaint issued against McCloud, McCloud reported to Respondent's payroll department to pick up his check for the previous week's work. The payroll clerk informed McCloud that he had been terminated and asked him if he had brought his termination notice with him. McCloud stated that he knew nothing about any termination notice and was then told that he could not

⁸General Counsel's Exhibit 10.

^{8a}General Counsel's Exhibit 9.

receive his check until he had the termination notice. McCloud then stated that he would call McKie to find out what he would do about it. The clerk picked up the phone and put in a call, apparently to McKie. The payroll clerk then told McCloud that McKie said that he had been terminated on the 18th and that McKie wanted to see him the first thing Saturday morning (August 20). According to McCloud he did not see McKie until Monday, August 22, when McKie told him that he had been terminated because of using abusive language toward a fellow employee.

I find little justification for discharge because of McCloud's use of "abusive" language toward Crow. Under the circumstances related above, it is not surprising that tempers flared and that both Crow and McCloud used language that they would not ordinarily employ.⁹ The argument may be made with some force that Respondent had an interest in protecting non-striking ployees and would have demonstrated the same degree of concern if a less prominent striker were involved. However, the inordinate interest shown by Respondent's officials, particularly, McKie, a top official of the Respondent, in accompanying Crow to the district attorney's office; the hasty discharge of McCloud, but not Crow, without giving McCloud an opportunity to relate his side of the story; and the overall insignificance of the incident leads me to the conclusion that Respondent sought to make an example of McCloud, a member of the in-plant committee, as a lesson to other strikers. Possibly a warning or some other but lesser form of punishment may have been in order but I can not conceive that the incident justified discharge. In arriving at this conclusion I am also mindful of the Board's "balancing" doctrine as expressed in Quality Limestone Products, Inc.,¹⁰ which grows out

⁹ Both McCloud and Crow appeared to be sensitive individuals who normally abjured and resented gutter language.

¹⁰ 153 NLRB 1009.

of N.L.R.B. v. Thayer Company¹¹ and N.L.R.B. v. Kohler Company.¹² I have also weighed and considered Respondent's other violations of the Act, as found below, including the fact that McCloud was an unfair labor practice striker. I conclude that the public interest warrants an order of reinstatement under all of the attending circumstances.¹³ Accordingly, I find that McCloud was discharged in violation of Section 8(a)(3) and (1).

D. The General Wage Increase of June 12, 1966

In the consideration of this aspect of the case and other areas which involve unilateral action by Respondent without prior consultation or bargaining, it is necessary to set forth Respondent's general position with regard to its duty to engage in bargaining with the Union. As recited above, the Board certified the Union as the collective bargaining representative of the Respondent's maintenance and production employees at its Swan, Texas, plant on September 30, 1965. Thereafter, upon Respondent's refusal to honor this certification, refusal-to-bargain charges were filed by the Union. After issuance of complaint, Trial Examiner Fannie M. Boyls issued a Decision finding the Respondent had violated Section 8(a)(5) and (1) of the Act by its refusal to bargain. The Board, upon appeal, adopted the findings, conclusions and recommendations of Trial Examiner Boyls.¹⁴

As Respondent believed that it was entitled to a hearing on its objections to the election of August 5, 1966, it is now engaged in testing the certification before the Circuit Court. Pending the Court's disposition, Respondent follow-

¹¹213 F.2d 748 (C.A. 1) cert. den. 348 U.S. 883.

¹²300 F.2d 696 (C.A. D.C.) cert. den. 370 U.S. 911.

¹³As recited above, McCloud followed Crow for a distance of 1 1/2 to 2 miles. Crow testified, credibly, that it appeared to him that at times McCloud was attempting to crowd him off the highway. McCloud denied that that was his intent. I credit McCloud. At any rate the reason for McCloud's discharge was the use of "abusive" language and Respondent's brief (p. 34) admits that McKie told McCloud he was terminated for cursing an employee.

¹⁴Tyler Pipe and Foundry Company, supra.

ed a policy of non-recognition of the Union as the collective-bargaining representative of its maintenance and production employees. This policy was detailed by John A. Warner, president of Respondent, in a letter to all employees dated January 31, 1966.¹⁵

Confirming the continuance of this policy, J. J. Harvey, Chairman of the Board of Directors and Chief Executive Officer, stated in a letter to employees, dated May 13, 1966, the following:

We have an obligation to all the employees in this company and we will not enter into negotiations with these organizers until the Federal Court reviews our case and directs us to bargain with them . . ."¹⁶

Respondent, in a letter to its employees, dated June 6, 1966, announced a 6-cent general wage increase and the institution of a shift differential of 6 cents per hour for all work performed between 6 p.m. and 6 a.m. Included in this letter is the following statement, "These increases are to be effective with the payroll period beginning June 12 and the Union has been so informed."¹⁷ It is true, as contended by Counsel for Respondent, that on June 6, 1966 in a letter mailed at 3:30 p.m. to the president of the Union in Cincinnati, Ohio, notification was given to the Union of the proposed general wage increases and shift differentials. The letter concludes with the statement that if there are any questions, Respondent's attorney should be contacted. Respondent, in its brief, contends that inasmuch as the Union's reply, sent on June 10, 1966, raised no objection, and the increases were not put into effect until after the Union's reply was received, there was no violation of the Act. I believe this contention is devoid of merit. Merely mailing notification to the Union of general wage increases unilaterally decided

¹⁵General Counsel's Exhibit 23.

¹⁶General Counsel's Exhibit 24.

¹⁷General Counsel's Exhibit 11.

upon, hardly constitutes collective bargaining in good faith within the contemplation of the Act. Such an action seems rather to be indicative of an approach in derogation to the collective bargaining principle. With all due respect to the Respondent's desire to test the Board's certification and with an awareness that the Court may ultimately reverse the Board, nevertheless, established Board law, supported by the Courts, requires that the Respondent honor the certification, pending the Court's determination. In the landmark case, Old King Cole, Inc.,¹⁸ the Court stated ". . . the filing of a petition for review of an order of the Labor Board does not operate as a stay of the Board's Order" Again in Ken Lee, Inc.,¹⁹ the Board stated, ". . . none of the circumstances relied upon by the Respondent as justification for its refusal to bargain with the Union Committee constitutes such unusual circumstances as would relieve the Respondent of its statutory duty to bargain with the Union as the certified representative of its employees." This is consistent with Section 10(g) of the Act.²⁰

Although I assured Counsel for Respondent during the course of the hearing that in the event the Court reverses the Board, the 8(a)(5) allegations of necessity must fall, nevertheless, I cannot speculate as to what might happen should the Court of Appeals ultimately reverse, modify or enforce the Board's decision. I modify my statement to Counsel for Respondent in the light of Board law as I have found above. Respondent is not prejudiced thereby as my remarks constituted a mere expression of my understanding of the law at that time and did not inhibit the presentation of any evidence or legal precedent in support of Respondent's contentions.

¹⁸ 119 NLRB 837, enfd. 260 F. 2d 530.

¹⁹ 137 NLRB 1632, 1646-47.

²⁰ See also Ray Brooks v. N.L.R.B. 348 U.S. 96.

In view of the failure of Respondent to engage in any meaningful or good faith bargaining with the Union concerning the general wage increase in the hourly rates and the shift differentials, I find that Respondent violated Section 8(a)(5) and (1) by unilaterally instituting the above changes on June 12, 1966.

**E. The Promotions and Wage Increases
from September 1965 to June 1966.**

The General Counsel contended that Respondent unilaterally granted approximately 415 employees merit increases or promotions without prior consultation or collective bargaining with the Union. There was no showing that the promotions were contrary to or different than established company policy. The proof submitted concerned eight employees whose grade was changed because they had completed the established time period for promotion to the higher grade. Inasmuch as the evidence showed that these promotions were automatic after the elapse of the time period under Respondent's plan which was in existence for many years, I do not find that Section 8(a)(5) and 8(a)(1) was violated thereby. Accordingly I shall dismiss the allegations of 8(a)(5) and (1) concerning the changes in job rates and grades made by Respondent pursuant to its established policy.

**F. The Discharges of Love, Clay, Howard, Hargest,
Campbell, Dixon, Johnson and A. M. Gordon**

As it appears that A. M. Gordon's employment was not terminated on August 5, 1966 as the result of the incidents described below, I shall dismiss the Sections 8(a)(3) and (1) allegations as to her.²¹

It is contended by the General Counsel that the other seven individuals were discharged on or about August 5, 1966 because of their union and/or protected concerted activity. Respondent contends, on the other hand, that Love, Clay, Howard, Hargest, Campbell, Dixon and Johnson voluntarily quit

²¹The General Counsel in his amended complaint, Trial Examiner's Exhibit I, has deleted Gordon's name.

their employment on August 5, 1966 and were replaced by the time they offered to return to their jobs on August 7, 1966. The factual situation leading to the alleged voluntary quits or alleged discriminatory discharges arose from Respondent's announcement of changes in shift in the hub core department and changes in the jobs of Hargest and Howard. The evidence, in its material aspects, is generally not in conflict.

On August 5, 1966, about 4:30 a.m., the employees in the Hub Core Department were told to report to their supervisor, R. L. Barrett. Each of these employees was called in individually and told that a shift change was contemplated for Sunday, August 7, 1966; that instead of three 8-hour shifts that they were presently working, there would be two 10-hour shifts for men and nine-hour shifts for women. Under the current schedule the employees had been working, for at least 6 months, 48 hours per week, the last 8 hours being overtime. Under the proposed schedule, they would be working 40 hours per week (36 hours per week for women), 4 days per week, and overtime of 4 or more hours per week would be scheduled for a fifth day. Hargest and Howard were informed they were being demoted to a rate which was 25 cents per hour lower. All of the employees involved were scheduled to report back for overtime work at 10 p.m. on August 5, their current shift ended at 6 a.m., August 5. After the shift ended at 6 a.m., the employees held a meeting and decided that they were unhappy with the proposed changes and wage reductions and decided that they would request a meeting with some high officials of the company and if they were unsuccessful in securing such a meeting, they would not work on the shift commencing Friday, August 5, 1966 at 10 p.m.

That evening, about 9:45 p.m., eight employees reported at the plant while five others who constituted the remaining complement of this shift in the Hub Core Department did not report. The employees reporting requested that Barrett talk to them as a group concerning the proposed changes in the shift

hours and the cut in pay for Howard and Hargest. Barrett refused and asked each of those who had reported that night if they were going to work. Each of them replied in substance that they would not work that night if he or some other official would not discuss the situation with them as a group. Clay was told to pick up his time. Campbell remarked to Barrett that she was not quitting but would be back to work Sunday. A. M. Gordon told Barrett that the only reason she was not going to work that night is because she had no transportation home if the others were not going to work.²² Love and Clay were in-plant committeemen but made no effort to contact other committeemen (of which there were approximately 22) prior to reporting at the plant at 9:45 p.m. and making the demand to speak to Barrett or other company official as a group.²³ Love testified he did not have time to consult with other committeemen.

The Respondent argues that it did not discharge these employees but replaced them by rearranging its schedule on August 6, 1966 including discontinuance of some jobs and shifting some employees into this particular shift from other shifts or other departments. Accordingly, when these employees reported for work on August 7, 1966 at 6 p.m., when the shift was scheduled to commence work, each of the seven employees was told that he or she was discharged. Under all the circumstances I find that the seven employees were discharged on August 5, because they engaged in a temporary work stoppage on Friday evening, August 5, 1966. The shift rearrangement and substitutions in the new schedule prepared on August 6, 1966, were not replacements in the accepted sense. The new schedule, rather, was prepared with the understanding and with the intent that the seven employees no longer were to be employed by Respondent. Barrett's

²²It is for this reason that Gordon continued in Respondent's employ.

²³The testimony would indicate that they had authority to act in behalf of the Union under the circumstances.

testimony makes it clear that Respondent decided that these employees were no longer employed. The evidence also showed that when the original schedule was drawn for the proposed changes in shifts, Respondent did not contemplate any layoffs but did envisage some transfers.

J. P. Johnson, Respondent's superintendent of foundries, testified that he supervises other foundry supervisors and numerous heads of the various production departments including the Hub Core Department. He testified that because of new processes and techniques it was decided 3 or 4 weeks before August 5 to rearrange the department by instituting two shifts rather than three. Present at the meeting at which the decision was reached were Billy Palmer, a foundry superintendent, Peter Bowens, department head of the Hub Core Department, Barrett and Hicks, shift foremen of this department. Under the contemplated changes those eliminated from the department were to be moved to other departments in the facility at Swan, Texas. No layoffs were contemplated. He further testified that Love, Clay, Johnson and the other individuals who engaged in the work stoppage on August 5 would have been retained in the Hub Core Department under the schedule prepared by Bowens about 2 weeks prior to August 5.²⁴

Bowens testified that he talked with Barrett on the evening of August 5 and was told that "seven people had walked off, had refused to work that night, that they didn't want to work that night." Later Bowens talked to his superior, J. P. Johnson, and informed him of the events of the evening of August 5. He further testified that Johnson informed him on August 6 that the seven who engaged in a work stoppage on August 5 had quit. Bowens also stated that he knew the seven had reported for work on August 7 but he decided there were no jobs for them as they had been replaced or their jobs

²⁴General Counsel's Exhibit 73.

eliminated on the schedule that he had prepared.²⁵ The evidence recited above together with the statement by David McKie, the personnel director, to Campbell, which is undenied, clearly establishes that the Respondent had discharged the employees because of their failure to work on the evening of August 5, 1966.²⁶ McKie told Campbell, "I am sorry that things like these have to happen, but when a person shows up and does not work, we can't use people that show and don't work. You understand that."

After the refusal to work on August 5, 1966, Love got in touch with George Lovin, chairman of the in-plant committee, and informed him as to what occurred. Lovin said that he would call Charles Boyd, the Union's international representative, servicing the Union at Respondent's plant. Lovin also reminded Love of the regular union meeting scheduled for 2 p.m. on Sunday, August 7, 1966. During the union meeting of August 7, 1966, attended by approximately 21 employees, Boyd was contacted by telephone, was told of the Friday night events, and that the people at the meeting wanted to take immediate action. Boyd told Lovin to see if he could arrange a meeting with some high official of the company including the President, John Warner. Lovin attempted to contact Warner and N. J. Speas, Respondent's vice-president in charge of operations, but was unsuccessful. Lovin did succeed in talking with McKie and asked McKie if he would meet with a committee concerning the Friday night refusal to work. McKie stated that it was contrary to company policy to meet with a group, and that the people who refused to work on August 5, 1966 were considered to have voluntarily quit.

Relative to the above-described events, the parties entered into the following stipulations:

²⁵General Counsel's Exhibit 68.

²⁶McKie, as will appear below, told George Lovin, president of the Union's in-plant committee, that the employees who refused to work on August 5, were considered by Respondent to have quit.

1. The changes in hours and shifts inaugurated on August 7 and of which the employees in the Hub Core Department were notified individually on August 5, at 4:30 a.m., were based on economic considerations which the Company had under consideration for several months.

2. The Union or its representatives was given no prior notice nor an opportunity to discuss the shift changes and the demotions resulting in the reductions in the hourly wages of Howard and Hargest.

I conclude that the seven employees acting in concert under the leadership of in-plant committee members, Love and Clay, were not only engaging in protected activity when they requested an opportunity to discuss the resultant changes in the wages and working conditions with a responsible official of Respondent, but also, by their request, were acting in furtherance and support of their statutory representative's purpose.²⁷ Accordingly, I find that the temporary work stoppage of August 5 was also a protected activity.

Respondent, following the refusal by the seven employees to work on August 5, promptly discharged them. It appears to me that Respondent regarded the refusal to work on August 5 as a fortuitous circumstance providing it with an opportunity to rid itself of seven union adherents.²⁸ This is the only interpretation that seems reasonable because of Respondent's determination to treat these employees as if they had voluntarily quit their employment. Each of the employees repeatedly and individually informed Barrett and other supervisory officials that they were not quitting but only refusing to work that night, August 5. Nevertheless, Respondent's responsible officials concluded that these employees had voluntarily quit. This attitude of Respond-

²⁷N.L.R.B. v. R. C. Can Co., 328 F. 2d 974 (C.A. 5).

²⁸The Record is clear that Respondent had adequate knowledge of the union sympathies of the seven employees.

ent exemplified a view contrary to the statutory provisions of Section 7 of the Act which protects employees' rights to engage in concerted activity for mutual aid and protection. It is apparent, therefore, that the new schedule prepared on August 6,²⁹ was prepared with the understanding and in contemplation that the seven employees were separated from their employment with the Respondent.

Respondent argues that the seven employees can be regarded as having engaged in an economic strike on August 5. Therefore, so the argument runs, when on August 7 they reported for work, their jobs either had been abolished or they had been permanently replaced by the schedule prepared on August 7. This argument is belied by the statements of Barrett, McKie, Bowens and Johnson who stated that they regarded the employees as having quit on August 5. Indeed the seven employees were informed when they reported for work on August 7 that they had been discharged. McKie, as set forth above, told Campbell that they could not use employees who reported for work and then refused to work and also told Lovin that Respondent considered the employees to have quit.

The plain fact is that these employees were protesting the unfair labor practices of Respondent by its continued adherence to its policy of refusing to consult and negotiate with the Union concerning wages, hours, and working conditions as was manifested by Respondent's latest unilateral changes in the shifts and the reduction in wages of two employees. The employees, having engaged in protected concerted activity, were not subject to discharge for that reason.³⁰ I find that Respondent by the discharges violated Section

²⁹ Respondent contends that the seven employees who refused to work on August 5 were permanently replaced on August 7 pursuant to this schedule. General Counsel's Exhibit 68.

³⁰ Makela Welding, Inc., et al., 159 NLRB No. 93; N.L.R.B. v. Burnup & Sims, Inc., 379 U.S. 21; N.L.R.B. v. Washington Aluminum Co., 370 U.S. 9.

8(a)(3) and (1) of the Act.³¹ Under these circumstances, the seven employees were entitled to reinstatement when they reported for work on August 7. Respondent's refusal to allow them to work was therefore an independent violation of Section 8(a)(1) and 8(a)(3).

Not to be overlooked in this regard is the evidence that no disciplinary action was taken against the five employees who did not report for overtime work on August 5. Moreover, the evidence is undenied that none of the five was a known union adherent or had participated in union activities.

I also find that Respondent's failure to notify and give the Union an opportunity to engage in collective bargaining concerning the proposed shift changes and wage reductions at a time when the Union was the statutory bargaining representative of the employees constituted an independent violation of Section 8(a)(5) and (1) of the Act.

G. The Strike of August 16

After the August 7 union meeting, described above, and Lovin's abortive attempt to arrange a meeting with officials of Respondent, the Union, pursuant to Boyd's telephone instructions, issued a leaflet concerning the recent events.³²

Boyd returned to Tyler on August 11, and personally attempted to arrange a conference with a responsible official of Respondent. He received word, indirectly through John Lassister, an engineer employed by Respondent, that President Warner would not meet with him to discuss the August 5 refusal to work and the consequent discharges. Boyd then caused a handbill

³¹At the very least the walkout must be regarded as a violation of Section 8(a)(1) since it was a concerted protest of Respondent's unilateral changes in hours of the shifts and wages of two of their number. Louis Page d/b/a Louis Page Contracting, 166 NLRB No. 59; Mastro Plastics Corporation, 350 U.S. 70.

³²General Counsel's Exhibit 19.

to be distributed to Respondent's employees which called for a special meeting of employees on August 13.³³

This notice stated that the purpose of the meeting was to demonstrate support of the seven discharged employees and to decide upon a future course of action. Present at the union meeting of August 13, were 50-60 employees including most of the in-plant committeemen. The events of August 5 and 7, were related to the gathering and strike action was discussed. Although there was considerable sentiment for calling an immediate strike, it was decided to postpone definite action until the next day, August 14, when a regular union meeting was scheduled.

At the meeting of August 14, those present voted to strike Respondent's plant on August 16 in protest of Respondent's continuing refusal to meet and engage in collective bargaining with the Union and because of the discharge of the seven employees involved in the August 5 refusal to work. Boyd addressed this meeting as well as that of August 13. Boyd credibly testified that his remarks on both August 13 and 14 were substantially the same. He testified that he said that the in-plant committeemen had authority to take action on any act of Respondent which resulted in unfair treatment of employees, that he approved the course of action followed by the seven employees, that Respondent to date was adamantly refusing to honor the Board's certification of the Union as the collective-bargaining representative of its employees and was even then refusing to abide by a Trial Examiner's order to bargain with the Union. Other employees also spoke giving details of the August 5 events and the subsequent steps taken. Boyd advised that a firm position should be taken to demonstrate that the employees supported the Union. He assured the gathering that the International Union would afford the employees

³³General Counsel's Exhibit 28.

its full support and protection. Upon the conclusion of the August 14 meeting a strike vote was taken.

As the strike of August 16 was called to protest the Respondent's continuing unfair labor practices and the unlawful discharges of the seven employees who refused to work on August 5, I find that the strike commencing August 16, was an unfair labor practice strike.³⁴

I also find that Respondent's failure to honor the outstanding certification, its failure to engage in collective bargaining, and its failure to consult with the Union about the shift changes and reductions in the wages of Hargest and Howard, were contributing factors to the strike of August 16.

H. 8(a)(1) Interference, Restraint and Coercion

Having found above that the original charge filed on August 23, was limited to acts arising from the discharges of the employees named therein, it follows that no other findings of violations under the above heading may be made concerning conduct of Respondent committed prior to March 13, 1966, six months before the service of the amended charge on September 12, 1966.

Although Smith was permitted to testify to certain conduct and conversations with supervisors, particularly Jack Morris and Clark Collins, which occurred prior to March 12, I affirm the ruling that I made during the course of the hearing that no findings of violations would be made on this testimony because of Section 10(b) of the Act, but such evidence would be considered as background.

The General Counsel concedes that at all times material herein Respondent had in effect a valid no-solicitation rule. The claim is made, however,

³⁴Even if the strike was caused only in part by the unfair labor practices of Respondent, it must be considered as an unfair labor practice strike. N.L.R.B. v. Fitzgerald Mills Corporation, 313 F. 2d 260 (C.A. 2) cert. denied 375 U.S. 834; The Little Rock Downtowner, Inc., 145 NLRB 1286.

that the rule was enforced on a discriminatory basis, enforced where union solicitation was involved and not enforced when employees engaged in other types of solicitation. In my opinion the evidence, during the 10(b) period is insufficient to sustain this contention. The General Counsel cites a talk by James Presswood, an engineer, during a safety meeting in which he urged employees to support the United Fund. I am not persuaded that solicitation for United Fund is a breach of the rule. The General Counsel further contends that certain supervisors interpreted the rule too broadly by warning employees that solicitation for the Union was forbidden on plant premises at any time. The evidence discloses, contrary to the General Counsel's contention, that Lovin testified that he was warned by Supervisor Millstead concerning solicitation for the Union on company time. In a different category is the incident where Supervisor Vito Fallacaro, in the presence of Supervisor Thomas Wyatt on or about July 20, 1966, instructed McCloud, "My men are kind of on edge talking union to them. I don't want you to be out there around them talking union to them. I don't want you talking union anywhere around here to the production employees." Fallacaro then added, "I don't want you passing out any literature, any union literature or handbills on company property at any time, that includes . . . Have you seen the no-solicitation board?" McCloud replied in the affirmative and Fallacaro then said, "That rule applies to working hours and your lunch breaks." As Fallacaro was the plant superintendent and the entire conversation took place in the presence of Wyatt, McCloud's immediate supervisor, I find that the instructions by Fallacaro were violative of Section 8(a)(1) in that it prohibited legitimate union solicitation and distribution of union literature in contravention of the Section 7 rights of employees. Respondent, because Wyatt but not Fallacaro was named in the complaint, contends that a finding is not warranted. I disagree, not only because Wyatt was present during the entire

conversation but also because about one week later, Wyatt, in another conversation with McCloud in Fallacaro's presence, reminded McCloud of the above incident and then said, "Well, we asked you not to do it, didn't we?" I conclude under these circumstances, that Wyatt was an active participant in both conversations even though Fallacaro alone is quoted in the first conversation. In the second conversation Wyatt effectively adopts Fallacaro's views as his own. Considering both incidents in their entirety I find violations of Section 8(a)(1), especially when Fallacaro's title indicates that he is one of the top supervisors of Respondent.

During the strike commencing August 16, J. W. Gresham, manager of Respondent's employee credit union, on August 18, about 10 a.m., at the gate of Respondent's plant, said to striking employee Ashcraft while Ashcraft was walking the picket line, "Ashcraft, you miss one payment on your car, we will take it." Respondent does not deny that the remark was made or that the credit union did in fact have an outstanding loan on Ashcraft's automobile. Respondent contends that it is not responsible for Gresham's conduct. I disagree. The credit union is on Respondent's premises, for Respondent's employees, and Gresham is paid by Respondent. It is true that Respondent is compensated by the credit union for use of its premises and for Gresham's salary. However, Gresham continues to wear a gold hat which is symbolic of supervisory status in Respondent's plant and continues to accumulate seniority with Respondent. I find that Gresham, though not an active supervisory employee of Respondent, nevertheless is so closely identified with management that Respondent must be held accountable for his conduct. I believe that employees, in general, and Ashcraft in particular, were well warranted in regarding Gresham's threat as emanating from a management representative. I, therefore, find Respondent in violation of Section 8(a)(1) of the Act

by this incident.³⁵ Raymond Bickerdike credibly testified that Supervisor Jones Stewart, on August 23, 1966, called Bickerdike into his office and told him the company didn't want him, 'to be soliciting for the union any time in the plant, before work, after work break time, or lunch time.' I find this statement to constitute a violation of Section 8(a)(1) of the Act as it unlawfully inhibited and interfered with employees' rights guaranteed in Section 7 of the Act.

The General Counsel alleges that the general wage increases granted by Respondent on June 12, 1966 were wrongfully withheld from the employees in reprisal for their having engaged in activities protected by Section 7 of the Act. I find merit in this contention. Respondent, in its letter of June 6, 1966, distributed to its employees, stated:

Since the petition for an election was originally filed by the union, all matters with respect to wages, hours and working conditions have been frozen. However, considerable time has elapsed and the Company feels that our employees should not be penalized further by the continued freezing of these conditions.

The implication in the above letter is clear, that increases in wages were withheld because of the filing of the petition. There is no showing by the Respondent that wage increases could not be or would not have been granted ordinarily except for the fact that the Union had filed its petition. Clearly, Respondent's reason for its failure to grant the wage increases earlier is based, therefore, upon an invalid premise. Especially is this so when Respondent knew or should have known that wage increases could be granted and could have been granted upon compliance with the Board's September 30, 1965 certification of the Union. As I have found above, that Respondent unilaterally and without consultation with the Union, granted wage increases

³⁵In coming to this conclusion I have also considered the undisputed evidence that Ashcraft abandoned the strike on the following day and thereafter ceased attending union meetings.

of 6 cents per hour and instituted a 6-cent-per-hour shift differential for all hourly work between 6 p.m. and 6 a.m., on June 12, 1966, in violation of Sections 8(a)(5) and 8(a)(1) of the Act, I also find that Respondent unlawfully deprived its aforesaid employees of this wage increase and shift differential from March 13, 1966 in violation of Section 8(a)(1) and (3) of the Act. I find on the basis of this record that the withholding of these increases, revealed by Respondent's letter of June 6, 1966 and its attitude toward the Board's certification, was for the purpose of undermining its employees' adherence to the Union and in reprisal for their having selected the Union as their collective-bargaining representative, thus violating the employees' rights guaranteed in Section 7 of the Act.³⁶

IV. The Effect of the Unfair Labor Practices Upon Commerce

The activities of Respondent set forth in Section III, above, occurring in connection with the operations of the Respondent set forth in Section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow thereof.

V. The Remedy

Having found that Respondent engaged in certain unfair labor practices, it will be recommended that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

Having found that Respondent violated Section 8(a)(1) of the Act by threatening an employee with reprisals for engaging in protected activity and by its discriminatory interpretation of its lawful rule against solicitation and distribution on work time, thereby interfering with its employees' rights guar-

³⁶Cf. McCormick Longmeadow Stone Co., Inc., 158 NLRB No. 126.

anted under Section 7 of the Act, I shall recommend an order that it cease and desist therefrom.

Respondent having discharged and thereafter having refused to reinstate employees Frank W. Love, Leon M. Clay, Dolphus Howard, J. W. Hargest, Ella Mae Campbell, Emma Jean Dixon, Francis Johnson, and Clifton McCloud, I shall recommend that Respondent offer them immediate and full reinstatement to their former positions, or if any of the positions are unavailable through change in Respondent's operations, then to substantially equivalent positions, without prejudice to their seniority rights and privileges, and Respondent make them whole for any loss of pay that they may have suffered by reason of Respondent's discrimination against them, by payment to the aforesaid Love, Clay, Campbell, Dixon and Johnson of a sum of money equal to that which they would have normally received as wages from August 5, 1966, the date of their discriminatory discharge until the day that Respondent reinstates them, less any net earnings for the interim. Backpay is to be computed on a quarterly basis in the manner established by the Board in F. W. Woolworth Company, 90 NLRB 289, with interest at the rate of 6 percent per annum to be computed in the manner set forth in Isis Plumbing & Heating Co., 138 NLRB 716. The backpay of Howard and Hargest to be computed on the same formula described above for the same period on the basis of the hourly wage they would have normally earned prior to Respondent's unlawful demotion, and resulting hourly wage decrease of Howard's and Hargest's hourly wage rate on August 5, 1966. The backpay of Clifton McCloud is to be computed by application of the same formula described above commencing August 23, 1966, the date when the unfair labor practice strike was terminated and Respondent refused to reinstate McCloud while all other striking employees were reinstated.

Respondent has also wrongfully withheld wage increases from employees in the Union's certified bargaining unit. It will therefore be recommended that such employees be additionally compensated from March 13, 1966 to June 12, 1966 at the rate of 6 cents per hour and 6 cents per hour as a shift differential for work performed between 6 p.m. and 6 a.m. The backpay is to be computed in accordance with the F. W. Woolworth Company, supra, and Isis Plumbing & Heating Co., supra, formulae described above.

Having found that Respondent by refusing to honor the Board's certification of the Union as the collective-bargaining representative of its employees in an appropriate unit, by failing to notify and consult with the Union concerning wage increases put into effect on June 12, 1966, and by failing to notify and consult with the Union concerning shift changes and wage decreases put into effect on August 7, 1966, it shall be recommended that Respondent shall cease and desist therefrom and take affirmative action designed to effectuate the policies of the Act.

As the nature of the unfair labor practices found herein goes to the very heart of the Act, a broad cease and desist order appears warranted and will be recommended.

On the basis of the foregoing findings, and the entire record, I make the following:

Conclusions of Law

1. Respondent, Tyler Pipe and Foundry Company, is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
3. All production and maintenance employees employed by Respondent at its plant in Swan, Texas, excluding over-the-road truckdrivers and their helpers, professional and technical employees, office and plant clerical em-

ployees, guards, watchmen, and supervisors as defined in the Act constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

4. The Union at all times material herein has been and is the exclusive representative of all employees in the aforesaid bargaining unit within the meaning of Section 9(a) of the Act.

5. By refusing since March 13, 1966 to bargain collectively with the Union as the representative of the employees in the aforesaid bargaining unit, Respondent has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

6. By failing to notify and consult with the Union concerning shift changes instituted on August 7, 1966 and wage increases and shift differentials instituted on June 12, 1966, Respondent has refused to bargain within the meaning of Section 8(a)(5) and (1) of the Act.

7. By the discriminatory discharges of Frank W. Love, Leon M. Clay, Dolphus Howard, J. W. Hargest, Ella Mae Campbell, Emma Jean Dixon and Francis Johnson on August 5, 1966, and Clifton McCloud on August 18, 1966, and by its refusal to reinstate them because of their concerted and union activity and for their adherence to the Union, Respondent has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(3) and (1) of the Act.

8. By unlawfully withholding from its employees in the unit described above wage and shift differential increases from March 13, 1966 to June 12, 1966, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(1) and (3) of the Act.

9. By its discriminatory interpretation of its no-solicitation and distribution rule and by its threats of reprisal against an employee for having

engaged in union activity, Respondent has engaged in, and is engaging in, violations of Section 8(a)(1) of the Act.

10. The strike of employees from August 16, 1966 was an unfair labor practice strike caused and prolonged by the Respondent's unfair labor practices.

11. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

12. All allegations of the complaint as amended not found herein to constitute unfair labor practices are hereby dismissed.

RECOMMENDED ORDER

Upon the basis of the foregoing findings of fact and conclusions of law and upon the entire record in this case, it is recommended that Respondent herein, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in International Molders and Allied Workers, AFL-CIO, or in any other labor organization by discharging or in any other manner unlawfully discriminating against any of its employees in regard to hire or tenure of employment or any term or condition of employment.

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist International Molders and Allied Workers, AFL-CIO, or any other labor organization, to bargain collectively through representatives of their own choosing, or to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities.

(c) Refusing, upon request, to bargain collectively with the Union as the exclusive representative of all the employees in the unit set forth and

described in paragraph 3 of the "Conclusions of Law," above.

(d) Changing wages, hours, and other working conditions of its employees in the unit described above without prior notification, consultation and bargaining with the above-named Union.

2. Take the following affirmative action which it is found will effectuate the policies of the Act:

(a) Upon request, bargain collectively with the Union as the exclusive representative of all its employees in the above-described unit.

(b) Offer to reinstate Frank W. Love, Leon M. Clay, Dolphus Howard, J. W. Hargest, Ella Mae Campbell, Emma Jean Dixon, Francis Johnson, and Clifton McCloud to their former or substantially equivalent positions without prejudice to their seniority or other rights and privileges, and make them whole in the manner described in "The Remedy" section of this Decision for any loss of earnings suffered by them by reason of the discrimination against them.

(c) Make whole for any loss of earnings employees in the collective bargaining unit, described above, by reason of Respondent's discriminatory withholding from them of wage increases and shift differentials from March 13, 1966 to June 12, 1966, in the manner set forth in "The Remedy" section of this Decision.

(d) Notify any above-named employees, if presently serving in the Armed Forces of the United States of his or her right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act, as amended, after discharge from the Armed Forces.

(e) Preserve and make available to the National Labor Relations Board and its agents, upon request, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports,

and all other records necessary to determine the amounts of backpay due under the terms of this recommended order.

(f) Post at its plant and offices in Swan, Texas, copies of the notice attached hereto and marked "Appendix."³⁷ Copies of said notice, on forms provided by the Regional Director for Region 16 shall after being duly signed by Respondent, be posted by it immediately upon receipt thereof and maintained for a period of 60 consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced or covered by any other material.

(g) Notify the Regional Director for Region 16, in writing, within 20 days from the date of receipt of this Decision what steps it has taken to comply herewith.³⁸

Dated:

/s/ David E. Davis
Trial Examiner

³⁷In the event that this Recommended Order be adopted by the Board, the words "A DECISION AND ORDER" shall be substituted for the words "THE RECOMMENDED ORDER OF A TRIAL EXAMINER" in the notice. In the further event that the Board's Order is enforced by a decree of a United States Court of Appeals, the words "A DECREE OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER" shall be substituted for the words "A DECISION AND ORDER."

³⁸In the event that this Recommended Order be adopted by the Board, this provision shall be modified to read: "Notify said Regional Director, in writing, within 10 days from the date of this Order what steps the Respondent has taken to comply herewith."

NOTICE TO ALL EMPLOYEES

PURSUANT TO

THE RECOMMENDED ORDER OF A TRIAL EXAMINER OF THE NATIONAL LABOR RELATIONS BOARD

and in order to effectuate the policies of the

NATIONAL LABOR RELATIONS ACT (AS AMENDED)

we hereby notify our employees that:

WE WILL NOT discourage membership in or activities in behalf of International Molders and Allied Workers, AFL-CIO, or any other union by unlawfully discharging or otherwise unlawfully discriminating against any of our employees in regard to hire and tenure of employment or any term or condition of employment.

WE WILL NOT tell our employees that they cannot talk about the Union during working hours or threaten punishment for doing so.

WE WILL NOT warn our employees that they may be punished for helping the Union by picketing.

WE WILL NOT change the working conditions, wages, hours, or other terms of our employees without notifying the Union and giving it an opportunity to bargain collectively about such proposed changes.

WE WILL upon request bargain collectively in good faith with the Union as the exclusive representative of all the employees in the bargaining unit described below with respect to rates of pay, wages, hours of employment and other terms or conditions of employment,

and, if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

All production and maintenance employees employed by us at our plant in Swan, Texas, excluding over-the-road truckdrivers and their helpers, professional and technical employees, office and plant clerical employees, guards, watchment, and supervisors as defined in the Act.

WE WILL offer Frank W. Love, Leon M. Clay, Dolphus Howard, J. W. Hargest, Ella Mae Campbell, Emma Jean Dixon, Francis Johnson and Clifton McCloud their former or equivalent jobs with all of their rights and all backpay due them.

WE WILL notify any above-named employees, if presently serving in the Armed Forces of the United States, of the right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act, as amended, after discharge from the Armed Forces.

All our employees are free to become, remain or refrain from becoming or remaining, members of any labor organization.

TYLER PIPE & FOUNDRY COMPANY
(Employer)

Dated _____ By _____
(Representative) (Title)

This Notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, Federal Office Building, 19 Taylor Street, Fort Worth, Texas, Telephone No. 334-2921.

[Caption Omitted in Printing]

DECISION AND ORDER

On August 10, 1967, Trial Examiner David E. Davis issued his Decision in the above-entitled case, finding that the Respondent was engaged in and is engaging in certain unfair labor practices within the meaning of the National Labor Relations Act, as amended, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, the General Counsel, Charging Party, and Respondent filed exceptions to the Trial Examiner's Decision and supporting briefs, and the General Counsel filed a "Motion in Opposition to Respondent's Offer in Evidence and Consideration by the Board of Affidavit of John A. Warner and Appendices 3-7(B)."^{1/}

Pursuant to the provisions of Section 3(b) of the Act, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel.

^{1/} The Respondent attached to the brief in support of its exceptions to the Trial Examiner's Decision an affidavit of its President, John A. Warner, attesting that certain attached documents and letters, Appendices 1 through 7(B), were true and correct copies, and that the attached statement of Patrick A. Thomas was voluntarily provided to Respondent for the purpose of submitting it to the Board. Thereafter, on October 13, 1967, pursuant to Section 102.47 of the Board's Rules and Regulations, Series 8, as amended, the General Counsel moved that the Board "reject . . . not consider as part of the record . . . and base no findings on the affidavit . . . and Appendices 3, 4, 5, 6, 7, 7(A) and 7(B)." The General Counsel contends that the exhibits should have been offered during the course of the hearing; that it would be "improper" and "contrary" to the Board's Rules and Regulations for the Board to receive the exhibits; that Respondent has not shown "that the documents contained in Appendices 3 through 7(B) were not available to it prior to the close of the hearing;" and that "Respondent has no standing to claim that such documents constitute 'newly discovered' evidence or justify . . . reopening of the record for the purpose of receiving additional evidence" (emphasis in the original).

Since we find merit in the General Counsel's contentions, we hereby grant the General Counsel's motion to reject the proffered evidence for the reasons stated therein.

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions and briefs, and the entire record in this case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner,^{2/} as modified herein.

1. The Trial Examiner found that the Respondent unlawfully discharged seven employees who, in protest of a sudden change in their working conditions which manifested Respondent's continuing unlawful refusal to negotiate with the Union, refused to work on August 5, 1966. We find that the evidence supports this conclusion. Respondent's refusal to reinstate these employees on August 7, when they reported for work, especially clarifies its intention to retaliate against their concerted and protected protest of August 5. The evidence establishes that, according to Respondent's plan of some weeks standing, the rescheduling of shifts on August 7 had been designed to provide for the continued employment of all employees. No new employees were hired between August 5 and 7. Considering for the moment Respondent's alternative argument that the employees were economic strikers rather than voluntary quits (as Respondent initially contends), it is apparent that, since no replacement of these employees had been made, they would have been entitled to reinstatement to their former positions or, at the very least, positions to which they would have been assigned under the schedule which was to have taken effect on August 7. Respondent's hasty revision on August 6 of that schedule and its consequent refusal to reinstate on August 7 the

^{2/} The modification of the Trial Examiner's Decision herein ordered requires that the Trial Examiner's Conclusion of Law No. 8 be stricken. The succeeding Conclusions of Law are renumbered accordingly. Similarly, our Decision also necessitates the deletion from Conclusion of Law No. 9 (renumbered No. 8) the words "and by its threats of reprisal against an employee for having engaged in union activity."

seven employees who had protested the changes on August 5, while at the same time reinstating those employees who had simply failed to appear for the August 5 overtime shift, evinces an intent to punish the protestors.

2. The Trial Examiner also found that Respondent violated Section 8(a)(5) and (1) of the Act by unilaterally granting wage increases on June 12, 1966, and Section 8(a)(3) and (1) by its refusal to grant these increases at a time prior to June 12. In a letter distributed to employees on June 6, the Respondent stated, "Since the petition for an election was originally filed by the union, all matters with respect to wages, hours and working conditions have been frozen. However, considerable time has elapsed and the Company feels our employees should not be penalized further by the continued freezing of these conditions." We disagree with the Trial Examiner's conclusion that this statement establishes by a preponderance of the evidence that the June 12 increases would, in fact, have been granted at any time before that date. We therefore reverse the finding of a violation of Section 8(a)(3). We do agree, however, that Respondent's unilateral grant of the wage increases was part of its continuing refusal to bargain with the Union, and violated Section 8(a)(5).

3. Finally, the Trial Examiner found that the manager of the employee credit union at Respondent's plant, ". . . though not an active supervisory employee of Respondent, nevertheless is so closely identified with management that Respondent must be held accountable for his conduct." From this premise, he concluded that a threatening statement made by the manager to an employee was a violation of Section 8(a)(1) attributable to Respondent. The credit manager wears a gold hat, a symbol of supervisory status at the plant; receives his pay from Respondent; and accumulates seniority with Respondent. On the other hand, the credit union is an independent operation which

compensates Respondent for the credit manager's salary and for its use of Respondent's premises. On the particular facts of this case, we cannot find that the credit manager is, or has been held out to be, an agent of Respondent for the purposes of imputing his conduct to Respondent in this unfair labor practice proceeding. Accordingly, we reverse the Trial Examiner's finding in this regard.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby adopts as its Order the Recommended Order of the Trial Examiner as modified herein, and orders that the Respondent, Tyler Pipe & Foundry Company, Swan, Texas, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order, as modified:

1. Delete from the Trial Examiner's Recommended Order paragraph 2(c), and redesignate the remaining paragraphs accordingly.
2. Amend the second full paragraph of the Appendix attached to the Trial Examiner's Decision by deleting the word "working" and substituting therefor the word "nonworking."
3. Delete the third full paragraph of the Appendix attached to the Trial Examiner's Decision.

Dated, Washington, D. C.

[Subscription Omitted in Printing]

P R O C E E D I N G S

10:10 a.m.

TRIAL EXAMINER DAVIS: The hearing will be in order.

This is a formal hearing before the National Labor Relations Board in the matter of Tyler Pipe and Foundry Company and International Molders and Allied Workers Union, AFL-CIO, Case No. 16-CA-2782.

The Trial Examiner conducting this hearing is David E. Davis.

All parties have been informed of the procedures at formal hearings before the Board by service of a Statement of Standard Procedures with the Complaint and Notice of Hearing. Additional copies of this statement are available from Counsel for the General Counsel upon request.

Will Counsel and other representatives for the parties please state their appearances for the record?

MR. ECKHARDT: Norman W. Eckhardt, Fort Worth, Texas, 16th Regional Office.

TRIAL EXAMINER: For the General Counsel?

MR. ECKHARDT: Yes.

MR. BOYD: Charles A. Boyd, district representative, 5 Lakeside Drive, Bridgeton, New Jersey, as representative for the Union.

MR. GREENE: For the Employer is George Seay with the firm of Malone, Seay and Gwinn, 1410 Dallas Federal Savings

1 Building, Dallas, Texas, and Glenn L. Greene, Jr., with the
2 firm of Fowler, White, Collins, Gillen, Humkey and
3 Trenam, 501 City National Bank Building, Miami, Florida, for
4 the Employer.

5 TRIAL EXAMINER: Consistent with my suggestion to the
6 parties before the formal opening of the hearing that they
7 have the right to propose settlement offers at any stage of
8 the Board proceeding, there may come a time during the hearing
9 when settlement discussions are desired. I will be glad to
10 grant a reasonable recess for that purpose. In addition, I
11 am available for any assistance that you think I may render.

12 Well, Mr. Eckhardt, I suggest you first introduce the
13 formal papers and I will dispose of any preliminary motions
14 after those are in evidence.

15 (The documents above-referred to
16 were marked as General Counsel's
17 Exhibit Nos. 1(a) through 1(l)
for identification.)

18 MR. ECKHARDT: At this time Counsel for General Counsel
19 offers in evidence GC 1(a) through 1(l) which have already been
20 marked for identification and I hand those exhibits to Mr.
21 Greene.

22 Mr. Examiner, there have been two papers that are not
23 included in the Index of the formal exhibits which are a
24 request for a continuance by the Respondent, received by the
25 Regional Office on December 2nd, and a reply by the Regional

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Director the same date.

MR. GREENE: We would like those in there.

MR. ECKHARDT: All right.

May we have those marked--will the Reporter please mark these as 1(m) and 1(n).

(The documents above-referred to were marked as General Counsel's Exhibit Nos. 1(m) and 1(n) for identification.)

MR. ECKHARDT: Now, the Index will be 1(o).

(The document above-referred to was marked as General Counsel's Exhibit No. 1(o) for identification.)

MR. GREENE: Mr. Trial Examiner, are we on the record?

TRIAL EXAMINER: We are.

MR. GREENE: The Employer has no objection to the introduction of these documents insofar as they go. However, we would like to interpose an objection at this point in that all of the Charges filed in this case and which are the subject of this case are not included in the Index. There is a Charge dated August 19th, being Case No. 16-CA-2--

MR. ECKHARDT: Excuse me. May I make a note of that, please.

MR. GREENE: 16-CA-2777, dated August 19th.

MR. ECKHARDT: That's the registered number?

MR. GREENE: That's the case number on this Charge, August 19, 1966.

MR. ECKHARDT: That's August 19th, all right.

MR. GREENE: Was not made a part of the record--

MR. ECKHARDT: It has been withdrawn, but I will bring that up later.

MR. GREENE: A Charge, No. 16-CA-2785, dated August 31, 1966.

MR. ECKHARDT: That has been withdrawn, also.

MR. GREENE: And a charge, dated--16-CA-2791, dated September 7, 1966.

Now, we think that these Charges, even though they have been withdrawn, are very material to the subject matters of this litigation and we would like to have them made a part of the official Index and description of formal documents in this proceeding.

TRIAL EXAMINER: Well, I will--

MR. ECKHARDT: May I see the Charges? The union representative would to see them, too. I am almost certain they have been withdrawn.

MR. GREENE: We are not disputing that.

TRIAL EXAMINER: If they have been withdrawn--

MR. ECKHARDT: At least they are not a part of my case.

TRIAL EXAMINER: --I am going to deny your motion and you can introduce them as the defense if you think they are important. Unless they are matters before me, I am not going to receive them.

1 view of the way this thing has been pled and the way the
2 subpoena has been issued and the way it was served and just
3 everything in regard to the subpoena.

4 MR. ECKHARDT: All right.

5 Mr. Examiner, in all fairness to the Respondent, the
6 Bannon Mills Case says that if he is going to use it in his
7 case and I have asked for it under subpoena--

8 TRIAL EXAMINER: Well, I assume Counsel knows the law.

9 MR. ECKHARDT: All right.

10 MR. GREENE: I am familiar with Bannon Mills.

11 MR. ECKHARDT: At this time may I ask the Examiner to
12 take official notice of Tyler Pipe and Foundry Company, Case
13 No. 161 NLRB 66?

14 TRIAL EXAMINER: Any objection?

15 MR. GREENE: Can I see that?

16 No, we have no objection.

17 TRIAL EXAMINER: I will take official notice of this
18 case.

19 MR. ECKHARDT: At this time I call Mr. A. C. Smith.

20 ARTHUR CURTIS SMITH

21 was called as a witness by and on behalf of the General Counsel
22 and, having been first duly sworn, was examined and testified
23 as follows:

24 TRIAL EXAMINER: State your full name and address.

25 THE WITNESS: My name is Arthur C. Smith. I reside at

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1 You have offered it in evidence?

2 MR. ECKHARDT: Yes.

3 TRIAL EXAMINER: Do you have any objection?

4 MR. GREENE: We have no objection.

5 TRIAL EXAMINER: General Counsel's 4 is admitted in
6 evidence.

7 (The document above-referred to,
8 heretofore marked as General
9 Counsel's Exhibit No. 4, was
received in evidence.)

10 MR. ECKHARDT: We do not contend that the GC 4 for
11 identification--

12 TRIAL EXAMINER: It's in evidence now.

13 MR. ECKHARDT: Yes, sir.

14 --is unlawful per se, but it has a relevance to the
15 case. We will contend, however, that the rule was discrimina-
16 torily enforced and applied.

17 MR. SEAY: Well, there is no pleading to support any-
18 thing like that. We have never been notified of any such
19 position.

20 MR. ECKHARDT: On the contrary, Mr. Seay, if you will
21 look at Paragraph 7, sub Paragraph (c), and, also, Paragraph 7,
22 sub Paragraph (e), its relevance is very apparent.

23 May I proceed?

24 TRIAL EXAMINER: Yes.

25 Q. (By Mr. Eckhardt) Mr. Smith, have you ever worked for

1 Tyler Pipe and Foundry?

2 A. Yes, sir.

3 Q. When were you hired there?

4 A. About March 1963.

5 Q. Keep your voice up, Mr. Smith.

6 TRIAL EXAMINER: March what?

7 THE WITNESS: 1963.

8 Q. (By Mr. Eckhardt) What was your first job?

9 A. Fitter-assembler helper.

10 Q. At about what rate of pay, A. C.?

11 A. \$1.44 an hour.

12 Q. Who was your supervisor at that time?

13 A. Mr. George Hitt.

14 MR. ECKHARDT: May we have--well, withdraw it.

15 TRIAL EXAMINER: I notice you referred to the witness
16 as A. C. It's Mr. Smith or Mr. Witness, no first names.

17 MR. ECKHARDT: All right.

18 Q. (By Mr. Eckhardt) Mr. Smith, how long did you continue
19 as a fitter-assembler helper? Approximately?

20 A. Until about 1964.

21 Q. What happened--what time in 1964 did that change, if it
22 did?

23 A. About the spring of 1964.

24 Q. You were hired in March-- Did you indicate when you
25 were hired?

1 A. Yes, sir, March 1963.

2 Q. About how long did you continue as a fitter-assembler
3 helper?

4 A. (No response.)

5 Q. Did you indicate how much an hour?

6 A. Yes, sir.

7 Q. How much?

8 A. \$1.44 an hour.

9 Q. When did your wage change, if it did, after that time?

10 A. When I became a fork truck, fork lift operator.

11 Q. About when was that?

12 A. I believe it must have been the fall of 1964.

13 Q. Keep your voice up.

14 Did your rate change at that time?

15 A. Yes, sir.

16 Q. What were you making at that time?

17 A. About \$1.70 an hour.

18 Q. Who was your supervisor?

19 A. Mr. Clark Collins.

20 Q. How long did you continue as a fork lift driver after
21 the fall of 1964?

22 A. Until about the spring of 1965.

23 Q. What happened at that time, Mr. Smith?

24 A. I was promoted to directing a crew of about eight men.

25 Q. All right.

1 Did your wage change at that time or not?

2 A. Yes, sir, I went to \$1.94 an hour at that time.

3 Q. How long did you continue to direct a crew of eight
4 men?

5 A. Until about December 1965.

6 Q. What happened at that time?

7 A. My foreman, Mr. Collins, told me that I was no longer
8 classified as a lead man and that I had never been classified
9 as a lead man.

10 MR. ECKHARDT: At this time, Mr. Greene, is it the
11 Employer's contention that Mr. Smith was a supervisor within
12 the meaning of the Act at the time of his termination?

13 MR. GREENE: No, sir.

14 MR. ECKHARDT: All right, thank you.

15 Q. (By Mr. Eckhardt) Now, you mentioned a conversation
16 with Mr. Collins in December of 1965; would you state what
17 this conversation was?

18 A. Yes, sir.

19 Q. And where it was and what was said?

20 A. About December 6, 1965--

21 Q. Excuse me. I am talking about at the time that you
22 mentioned that you were told that you were not a lead man.

23 A. Well, sir, my foreman told me that--Mr. Collins told me
24 that I was not a lead man and that I had never been classified
25 as a lead man and at that time he didn't tell me anything--

1 didn't give me any more instructions to give to the employees.

2 Q. Did your wage change after this time, this conversation
3 with Collins?

4 A. I believe it did.

5 Q. Do you know approximately when it changed?

6 A. No, sir, I don't.

7 Q. Did you have any wage increase in December of 1965?

8 A. I believe I did, but I am not certain of that.

9 MR. ECKHARDT: May we have a stipulation that there was
10 a--withdraw that.

11 May we have a stipulation that there were increases
12 granted across the board to the employees at the Tyler Pipe and
13 Foundry Company during the month of December 1965?

14 MR. SEAY: I don't know about the date.

15 TRIAL EXAMINER: Well, any time in December.

16 MR. GREENE: That's not right.

17 MR. SEAY: We won't stipulate.

18 Q. (By Mr. Eckhardt) Do you recall how much you were making
19 when your employment ceased at Tyler Pipe, Mr. Smith?

20 A. About \$2.00 an hour.

21 Q. When did you get that increase? During what period of
22 time did it occur?

23 A. Well, sir, in 1965, but I am not certain.

24 Q. Well, do you know whether or not it occurred from the
25 1st of December until the time you were discharged?

1 A. No, sir, not for sure, I don't.

2 Q. Do you know when you were raised to \$1.94?

3 A. At the time that I was promoted to running the crew of
4 about eight men.

5 Q. That was about when?

6 A. About the spring of 1965.

7 Q. Well, between the spring of 1965, and the time your
8 employment ceased, did you have another wage increase?

9 A. Yes, sir.

10 Q. All right.

11 That was how much?

12 A. To \$2.00 an hour, a six-cent raise.

13 Q. Thank you.

14 Now, Mr. Smith, during the time that you worked for
15 Tyler Pipe and Foundry, did you ever engage in any union
16 activity?

17 A. Yes, sir.

18 Q. All right.

19 Will you state when the first union activity was that
20 you engaged in?

21 A. About the 1st of December 1965.

22 Q. What happened? Go ahead.

23 A. I signed a union membership card.

24 Q. Go ahead.

25 A. And I attended a union meeting and I started wearing union

1 buttons at that time.

2 Q. During what period of time did you wear union buttons?

3 A. I wore union buttons from about the 1st of December 1965,
4 until February 28, 1966.

5 TRIAL EXAMINER: What do you mean you wore a union
6 button?

7 THE WITNESS: Well, I have some union buttons that I can
8 show you.

9 TRIAL EXAMINER: Yes, but what do you mean you wore
10 them?

11 THE WITNESS: I wore them on my work clothes while I
12 was working and while I was off, too.

13 Q. (By Mr. Eckhardt) How many buttons did you wear?

14 A. From two to four buttons every day.

15 Q. During what period of time?

16 A. From about December 1, 1965, until about February 28,
17 1966.

18 Q. Do you have any of those buttons with you?

19 A. Yes, sir.

20 Q. Would you pull one out, please?

21 A. (Witness produces buttons from pocket.)

22 Q. Did you wear both of these buttons or one of these
23 buttons during the period that you mentioned?

24 A. I wore one of these and several of these.

25 Q. Would the record indicate that the witness has pointed

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1 to the green button as "one of these," and the silver button
2 as what? Two--

3 A. Several of those.

4 Q. --"several of those."

5 MR. ECKHARDT: At this time we offer the green button
6 as GC 5 and the silver button as GC 6.

7 (The documents above-referred to
8 were marked as General Counsel's
9 Exhibit Nos. 5 and 6 for
identification.)

10 MR. ECKHARDT: Would you like to see them, Mr. Greene?

11 Q. (By Mr. Eckhardt) What other union activity did you
12 engage in--

13 TRIAL EXAMINER: Wait a minute.

14 MR. GREENE: We have no objection.

15 TRIAL EXAMINER: GC 5 and 6 are admitted in evidence.

16 (The documents above-referred to,
17 heretofore marked as General
Counsel's Exhibit Nos. 5 and 6,
were received in evidence.)

18 Q. (By Mr. Eckhardt) What other union activity, if any,
19 did you engage in besides attending a union meeting and wearing
20 union buttons?

21 A. Well, sir, I handed out union literature and notices
22 of meetings and hand bills during my break time and lunch time
23 while I was working at Tyler Pipe and Foundry.

24 Q. How often did you do this and during what period of
25 time?

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1 A. From about the 1st of December 1965, until about the
2 28th of February 1966.

3 Q. How frequently? How often?

4 A. Every week.

5 Q. What did you do every week?

6 A. Well, sir, I posted a notice of the union meetings,
7 committee meetings on the board in the lunch room at the plant.

8 Q. How often?

9 A. Once a week.

10 Q. Do you know what day of the week it was?

11 A. Yes, sir, on about a Friday of each week.

12 Q. All right.

13 Did you sign these notices?

14 A. One I did.

15 Q. All right.

16 Will you tell us about that one?

17 A. This was on about February 25, 1966.

18 MR. SEAY: Just a minute. We object to any contents
19 of that because the best evidence would be the notice itself,
20 the union notice, that he is getting ready to tell about.

21 MR. ECKHARDT: Yes, I can understand the objection.

22 Q. (By Mr. Eckhardt) Is that notice in existence?

23 A. No, sir.

24 Q. Will you tell us what it said?

25 MR. SEAY: We have the same objection.



1 Now, it is going to be our position throughout this
2 trial that we have a judicial admission on this part and the
3 doctrine of judicial estoppel applies. May we have a
4 continuing objection to testimony that he brings out about
5 Collins, Davis, Ed McGill, Morris, Pike, Roberts, and Thomas?

6 TRIAL EXAMINER: I will overrule your objection and
7 give you a continuing objection along this line.

8 MR. ECKHARDT: May I just state this, that Paragraph 6--

9 TRIAL EXAMINER: Well, I have overruled him.

10 MR. ECKHARDT: Yes.

11 --doesn't charge Collins with an unfair labor practice
12 so this is for the purpose of establishing--

13 TRIAL EXAMINER: I have overruled it.

14 MR. ECKHARDT: Yes.

15 May we have a stipulation that Mr. Collins was a
16 supervisor within the meaning of the act, at least as of the
17 date, as of February 25, 1966?

18 MR. GREENE: We will so stipulate.

19 MR. SEAY: His title was Finish Products Storage
20 Supervisor.

21 TRIAL EXAMINER: What is his full name?

22 MR. SEAY: Clark Collins.

23 Q. (By Mr. Eckhardt) Mr. Smith, tell us exactly what
24 happened on this date concerning the notice that you posted
25 in the lunch room on February 25, 1966?

1 A. Well, sir. myself and several other employees were
2 eating lunch and had gone into the cafeteria to eat lunch and
3 I posted the notice of the meeting on the board and I had
4 signed my name to it and about ten minutes after I posted this
5 notice, Mr. Collins came in and took the notice off of the
6 board and walked out.

7 Q. What did the notice, what did the notice--what words
8 did it contain on it?

9 MR. GREENE: Object. He has established that it was
10 relative to the union. We don't see any need in going into the
11 language of the notice.

12 TRIAL EXAMINER: Overruled.

13 You may answer.

14 Q. (By Mr. Eckhardt) As well as you can recollect, will
15 you tell us precisely--quote what was on the notice?

16 A. Yes, sir.

17 The notice stated that there would be a union meeting
18 on about February 27, 1966, at the union hall on Highway 69
19 and I signed my name to the bottom.

20 Q. How did you sign your name on it?

21 A. A. C. Smith.

22 Q. Was it in ink or pencil or how?

23 A. It was in ink. I signed it in ink.

24 Q. Thank you.

25 Now, Mr. Smith, did you ever have a conversation with



1 a supervisor at Tyler Pipe and Foundry Company where the union
2 was mentioned?

3 A. Yes, sir.

4 Q. When was the first conversation, please?

5 A. On about December 6, 1965.

6 Q. All right.

7 Will you tell us who was present and where the
8 conversation occurred and the approximate time of day and what
9 was said?

10 A. About 4:00 p.m. in the afternoon, I was called into the
11 office of my supervisor, Mr. Clark Collins, and my superintendent
12 of the shipping department, Mr. Jack Morris, was present.

13 TRIAL EXAMINER: Jack who?

14 THE WITNESS: Jack Morris.

15 MR. ECKHARDT: Excuse me. May we have a stipulation
16 that Jack Morris was a supervisor within the meaning of the
17 Act as of December 6, 1965?

18 MR. GREENE: Yes, sir.

19 MR. ECKHARDT: And also as of February 28, 1966?

20 MR. GREENE: Yes, sir.

21 MR. ECKHARDT: Thank you.

22 MR. SEAY: He is a shipping manager.

23 MR. ECKHARDT: Thank you.

24 Q. (By Mr. Eckhardt) Go ahead, Mr. Smith.

25 A. Mr. Morris said to me, told me, "The union is a bunch of

1 God damn dirty son-of-bitches that come in the back door of
2 any organization. I see no reason why you have joined the
3 union since we have been so good to you." I told him that I
4 thought that that was my prerogative, what I wanted to do. He
5 said, "You are going to get yourself into a whole lot of
6 trouble over this," and he told me not to keep following this
7 line of action.

8 That was the end of the conversation. It lasted about
9 fifteen minutes.

10 Q. Do you know if the door was opened or closed?

11 A. Mr. Morris closed the door and locked the door.

12 Q. How do you know that?

13 A. I saw him.

14 Q. After this conversation of about December 6, 1965, Mr.
15 Smith, did you have any later conversations with any of your
16 supervisors where the union was discussed?

17 A. Yes, sir.

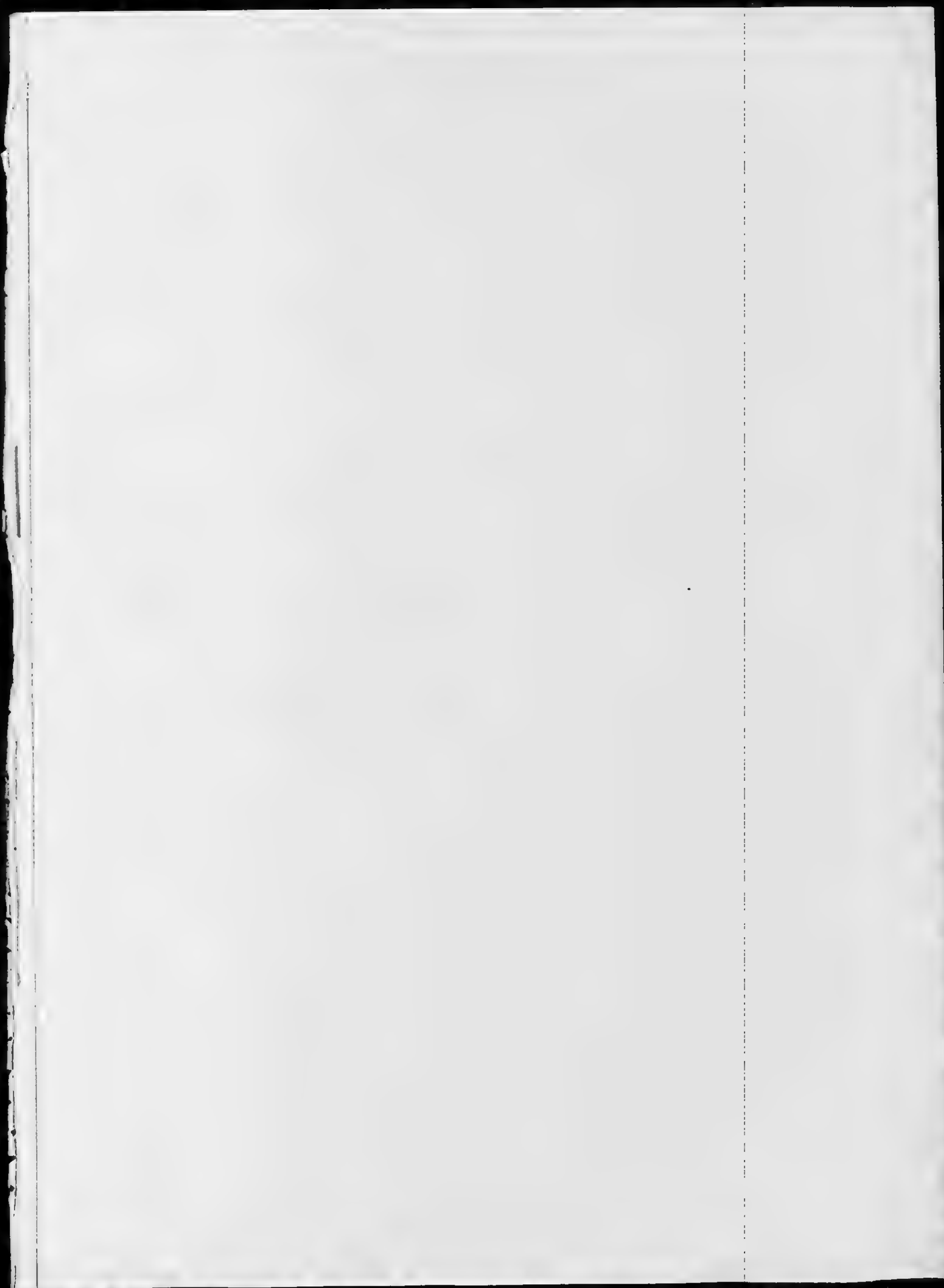
18 Q. When was the next such conversation?

19 A. About January 12, 1966.

20 Q. Will you tell us when this conversation occurred, the
21 approximate time of day, and who was present, and what was
22 said, please?

23 A. Yes, sir.

24 My foreman, Mr. Clark Collins, this was about 4:00 p.m.
25 in the afternoon, my foreman, Mr. Collins, called me into his





1 office and he closed the door and locked the door and he said,
 2 "You are going to get yourself into a lot of trouble if you
 3 continue your union activities, continuing with your union
 4 activities." He said, "You have been in line for a promotion,
 5 but the union has hurt that and I don't think that you will
 6 ever get it." I told him, like I told Mr. Morris, that what
 7 I wanted to believe was my own prerogative and he said, "I will
 8 leave it up to you as to what you want to do."

9 Q. Was anybody there besides you and Mr. Collins?

10 A. No. sir.

11 Q. Was the door opened or closed?

12 A. It was closed and locked.

13 Q. Who closed it?

14 A. Mr. Collins.

15 Q. After your conversation--excuse me.

16 After your conversation of January 12, 1966, did you
 17 have any later conversations with any supervisors where the
 18 union was mentioned?

19 A. Yes, sir.

20 Q. When was the next such conversation?

21 A. About January 14, 1966.

22 Q. Will you tell us about when this conversation occurred
 23 including the approximate time of day, the place, and who was
 24 present, and what was said?

25 A. Yes, sir.

1 reference to the union activity?

2 MR. ECKHARDT: Well, I understood the witness to mention,
3 but may I ask the witness?

4 TRIAL EXAMINER: Sure.

5 Q. (By Mr. Eckhardt) Did this conversation have anything
6 to do with the union?

7 A. Yes, sir.

8 Q. What did it have to do with the union?

9 A. Mr. Collins told this other employee and I, Mr. Weels,
10 he said, "I don't want you to say anything about the union to
11 Dewberry because Dewberry has told me that he is sensitive
12 about this."

13 MR. ECKHARDT: That's what I thought I heard. I don't
14 know what the basis of the objection was.

15 TRIAL EXAMINER: I understand the objection is with-
16 drawn now?

17 MR. GREENE: Right.

18 Q. (By Mr. Eckhardt) All right.

19 Now, Mr. Smith, after January 14, 1966, did you have
20 any conversation with a supervisor of Tyler Pipe and Foundry
21 Company or supervisors where the union was mentioned?

22 A. Yes, sir.

23 Q. When was the next such conversation, Mr. Smith?

24 A. This was on about February 28, 1966.

25 Q. Will you tell us where this conversation occurred includin

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1 MR. ECKHARDT: And Mr. Garwood Pike's title as of that
2 date?

3 MR. SEAY: Garwood Pike was Finish Products Storage
4 Supervisor.

5 MR. ECKHARDT: Thank you.

6 Q. (By Mr. Eckhardt) All right.

7 Go ahead, Mr. Smith. What happened next and what was
8 said next?

9 A. Mr. Morris closed the door and locked the door and Mr.
10 Morris came and set down by me and he asked me, "What is your
11 trouble at Tyler Pipe that you can't get along and do your
12 job?" I told him that I didn't have any problems other than I
13 wanted more wages and that I had told them that several times
14 before. He asked me if I knew I could get myself into trouble
15 with the company because of my union activities. I told him
16 that I didn't believe that I had done anything wrong against
17 the company or the union or anyone else, but that I believed
18 in the union and that I had stood up for it and I was going
19 to stand up for it.

20 Mr. Morris said, he said, "We have had reports from
21 reliable sources that you have been promoting the union on
22 company times." I told him that I wasn't aware of any such
23 reports and I didn't know of any such reports. He said, "I
24 believe we have sufficient evidence to back up what we say."

25 Then Mr. Davis asked me about the same questions Mr.

1 Morris had asked me and made about the same statements that
2 Mr. Morris made and Mr. Morris asked me again what my problem
3 was and he said, "You have gone up fast at Tyler Pipe and you
4 are making more money than most of the employees are and I see
5 no reason why you should do anything to hurt the company or
6 why you should be involved with the union." I told him again
7 that this was my prerogative, what I wanted to do.

8 At this time Mr. Morris asked the other people in the
9 room, each one at a time, if they had anything else to add to
10 this and each one said that they didn't have.

11 Then Mr. Davis asked his secretary that was in the room
12 if she would type this up and she left and during this time
13 this secretary was gone until she came back, it was about twenty
14 or thirty minutes, I don't remember exactly. There was some
15 joke told about the secretary that had just left the room.
16 What it was, I don't remember.

17 Q. Is that lady in the room here?

18 A. Sir?

19 Q. Is that same secretary in this courtroom now?

20 A. I don't remember.

21 MR. ECKHARDT: Could we have a stipulation on who that
22 secretary was, Mr. Greene?

23 MR. GREENE: Joyce Smith.

24 MR. ECKHARDT: Thank you.

25 Q. (By Mr. Eckhardt) What happened next, Mr. Smith?

1 A. Well, sir, the secretary brought the statement back in
2 the room and put it on Mr. Davis's desk and Mr. Davis gave it
3 to Mr. Morris and Mr. Morris passed it around one page at a
4 time for everybody to read, for each man in the room to read--

5 Q. Excuse me--

6 MR. ECKHARDT: May we have that statement, Mr. Greene?

7 MR. GREENE: No, sir.

8 MR. ECKHARDT: Do you have it in your file now?

9 MR. GREENE: No, sir.

10 MR. ECKHARDT: Thank you.

11 Q. (By Mr. Eckhardt) Were you ever given that statement,
12 Mr. Smith?

13 A. No, sir.

14 Q. Did you read that statement at that time?

15 A. Yes, sir.

16 Q. Will you tell us what was on that statement the best
17 that you now recollect?

18 A. The statement contained about what was said in the
19 conversation. It also said that I knew the rules and regulations
20 of the company and if I didn't obey the rules and regulations
21 of the company, that that was grounds for immediate termination
22 and that if--that I knew that solicitation for the union on
23 company time was grounds for termination, also.

24 Q. All right.

25 Now, excuse me for interrupting you. What happened

1 next?

2 A. Well, sir, Mr. Morris asked each man in the room to
3 sign this after everybody had read it. He asked each man to
4 sign it one at a time and they did, they came to the desk and
5 signed it. He asked me if I would sign it and I told him, "No,
6 I wouldn't sign it," and he said, "Exactly why won't you sign
7 it?" I told him that I don't believe that anything would be
8 put in the statement after I had signed it, but that I didn't
9 want to take any chance on anything being put in the statement
10 and that I didn't want to sign what they had in there.

11 Mr. Davis asked me the same thing, if I would sign the
12 statement and I told him that I would not. And then Mr. Morris
13 and Mr. Davis got mad because I wouldn't sign it. They got
14 real mad because I wouldn't sign it.

15 Q. How do you know they were mad?

16 A. Well, sir, just the way they looked at me.

17 Q. All right.

18 Go ahead.

19 A. Then Mr. Davis said, "We will let you sign this statement
20 all the way across the page of each statement in big letters,"
21 and at that time I told him that I wasn't going to sign the
22 God damn statement.

23 Then they let me go back to work after that. They
24 dismissed me and the rest of the people stayed in the room.
25 I don't know what went on after that, but I went back to work.

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1 Q. What happened next?

2 A. Well, sir, about fifteen minutes after I had gone back
3 to work, I was called back into the office by my supervisor,
4 Mr. Collins, I mean, Mr. Morris.

5 Q. Which office?

6 A. The shipping department office of my foreman, Mr. Collins.

7 Q. Who called you back in?

8 A. Mr. Morris.

9 Q. Who was present and what was said? Go ahead.

10 A. Mr. Clark Collins, my foreman, and Mr. Jack Morris was
11 present and Mr. Morris had my records laid out on Mr. Collins'
12 desk, my personnel records, and he said to Mr. Collins, "I
13 want you to put everything that went on at this meeting down
14 in Smith's record."

15 Q. Did you know what meeting he was referring to?

16 A. Yes, sir, the one that I had just been in.

17 Q. All right.

18 Go ahead.

19 A. Then he asked me, Mr. Morris told me, he said, "You
20 have a choice; you can either give up your union activity and
21 do your work or you can continue your union activities and
22 be terminated." I told--after he said that, I told him, I
23 said, "I will save you a whole lot of trouble, I'll quit
24 before I get myself in trouble or you in trouble or anybody
25 else in trouble because of me." I walked through the door and

1 Mr. Morris followed me and he said, he told me to get into his
2 truck that he would take me to the personnel office, which I
3 did.

4 When we got around to the personnel office, he told me
5 to wait, he was going in and he would come back and get me, so
6 I waited in his truck. He came back and got me and took me to
7 the office of Mr. Cecil Thomas, the councilor for the employees
8 of Tyler Pipe and--

9 Q. Who was that? Go ahead, I am sorry.

10 A. Then Mr. Morris left. Mr. Thomas said, "I see no reason
11 why you are quitting. You have made us a good hand," and I
12 told him the reason why I was quitting was because I was looking
13 for a better job and this might--I thought that if I said it
14 that way, it would help me get a good recommendation from the
15 company. Then after that I checked in my equipment and then
16 left.

17 Q. How long after this was it--excuse me.

18 Did you ever file a charge after this with the Board?

19 A. Yes, sir.

20 Q. How soon after this that you filed a charge with the
21 Board?

22 A. Well, sir, I don't remember.

23 Q. Well, do you know approximately when you went to Fort
24 Worth? Did you go to Fort Worth?

25 A. Yes, sir.

1 Q. When did your union activities first begin?

2 A. About the first of December 1965.

3 Q. Thank you.

4 Did you ever have a conversation with any of your
5 supervisors during 1965, concerning a member of your crew?

6 A. (No response.)

7 Q. Excuse me. Who refused to do work?

8 A. Yes, sir.

9 Q. Will you state what happened on this occasion, what was
10 said, and where it occurred?

11 A. This was in the fall of 1965--

12 Q. Please keep your voice up.

13 A. In the fall of 1965, my foreman, Mr. Collins, was absent
14 from work and I had to fill in for him and the day shift
15 foreman told me when I came in to tell Monroe Dewberry to move
16 some boxes and straighten them up after he had finished his
17 regular work which was putting up tap fittings.

18 Q. Have you indicated who the day shift foreman was?

19 A. Mr. Garwood Pike was the day shift foreman at that time.

20 Q. All right.

21 A. And I told him that I would tell him and I did tell
22 Dewberry after he had finished his work what Mr. Pike had said
23 and Dewberry refused to do the work.

24 Q. What did you tell Dewberry?

25 A. I told him that Mr. Pike had said to move the boxes and

1 straighten them up.

2 Q. What did Dewberry say?

3 A. He said, "I don't have to take any orders from you. I
4 don't have to take any instructions from you."

5 Q. What happened next?

6 A. Well, I left him alone for then, but I went home for
7 supper at 6:30, my lunch time. When I went home, I called the
8 superintendent of the shipping department, Mr. Jack Morris,
9 and I told him what Dewberry had told me and he asked if I
10 thought it was necessary for him to come out that night and
11 talk to Dewberry and I said, "Yes, sir, I think it would be."
12 But he didn't come out that night; it was the next afternoon
13 when we went to work and I was present when he talked to
14 Dewberry.

15 Q. What happened next?

16 A. He told Dewberry that I did have--

17 Q. Who did?

18 A. Mr. Morris told Dewberry that I did have the authority
19 to tell him what to do and that he was supposed to do what I
20 told him to do.

21 Q. Who else was present?

22 A. Mr. Morris, myself, and Dewberry.

23 Q. What else was said in this conversation by anyone?

24 A. Mr. Dewberry told Mr. Morris at first that he didn't think
25 I had the authority to tell him what to do and Mr. Morris told

1 him that I did have the authority to tell him what to do.

2 Q. Did you ever have a conversation with a lead man in the
3 presence of a supervisor where union matters were discussed?

4 A. Yes, sir.

5 Q. Will you state during the approximate period that it
6 occurred, approximately the time of day, who was present, and
7 what was said, please?

8 A. This was in the afternoon after I had gone to work,
9 after 3:00 in the afternoon and it was in the office--

10 Q. Excuse me, what time?

11 A. Between January 1st and January 31, 1966, when it
12 happened.

13 Q. All right.

14 Go ahead.

15 A. Two occasions when this happened.

16 Q. All right.

17 When did these two occasions, during what period of time
18 did these two occasions occur?

19 A. Between the 1st of January 1966, and the 31st of January
20 1966.

21 Q. Keep your voice up, please.

22 Tell us what was said and who was present?

23 A. I was in the office of the shipping department foreman,
24 Mr. John Mackey at that time.

25 MR. ECKHARDT: May we have a stipulation that John
Mackey was a supervisor within the meaning of the Act during

1 the month of January 1966, Mr. Greene?

2 MR. SEAY: Mr. Mackey is not named any place in the
3 Complaint. We object to going into it. There's no pleadings
4 to support it.

5 TRIAL EXAMINER: I don't think he is claiming this as
6 an unfair labor practice, are you?

7 MR. ECKHARDT: No, sir. We are contending he is a
8 supervisor and it will just prolong the hearing if we have to
9 prove it.

10 TRIAL EXAMINER: Well, maybe Mr. Greene will stipulate
11 that he is a supervisor.

12 MR. GREENE: Yes, we will stipulate.

13 MR. ECKHARDT: During the period in question?

14 MR. GREENE: Right.

15 TRIAL EXAMINER: That's spelled M-a-c-K-a-y?

16 MR. GREENE: M-a-c-k-e-y.

17 Q. (By Mr. Eckhardt) Go ahead, Mr. Smith, starting with
18 who was present.

19 A. This was in the office of Mr. John Mackey, the shipping
20 department supervisor, and he was at his desk and his
21 secretary, Paul Thomas, at that time, was at the desk right in
22 front of his and the shipping department lead man, Johnny
23 Wood, was present and he asked me how my feelings were about the
24 union, what I--how I felt about the union and what the union
25 was going to do about the strike, if they were going to strike,

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1 and I didn't tell him anything--

2 Q. Excuse me, anything else?

3 A. --about it.

4 TRIAL EXAMINER: Well, he wasn't through yet.

5 MR. ECKHARDT: I am sorry.

6 Q. (By Mr. Eckhardt) Did he ask you any other questions
7 about the union?

8 A. He asked me how I felt about the union and he asked me
9 about what happened at the union meetings that we had and
10 about what the union was going to do about--if they were going
11 to go on strike.

12 Q. Do you know if there was a union meeting held on
13 January 23, 1966?

14 A. Yes, sir, on or about that date.

15 Q. Do you know if this conversation occurred before or
16 after that meeting?

17 A. After the meeting.

18 Q. What--excuse me--what did you say?

19 A. Probably after the meeting. I am pretty sure it was
20 after the meeting.

21 Q. All right.

22 Go ahead. What was said next?

23 A. I didn't say anything to him because I knew if I did
24 it would get me in trouble.

25 MR. GREENE: Object and move to strike.

1 Q. All right.

2 Also on that date you gave the National Labor Relations
3 Board a sworn statement, is that correct?

4 A. Yes, sir.

5 Q. And in that statement you testified that you were
6 discharged on February 28th, is that correct, or stated in this
7 statement?

8 A. No, sir, I believe I was off on my miscalculation. I
9 miscalculated in that statement. I believe I said March 1966,
10 that I was discharged.

11 Q. Let me let you read it and see what you said.

12 A. But it was February 28th.

13 MR. ECKHARDT: That's stipulated, Your Honor. I don't
14 see why that has to become--

15 TRIAL EXAMINER: Well, he is asking what he said in
16 his statement. He has a right to do that.

17 Q. (By Mr. Greene) All right.

18 You said in March 1966 and that's crossed out and it
19 says, "On February 28, 1966," and you initialed that?

20 A. On the initial statement I said March, yes, sir.

21 Q. When did you make this change?

22 A. When Mr. Eckhardt showed me a copy of my termination
23 notice.

24 Q. How long ago has that been?

25 A. It was Thursday of this last week.

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1 MR. ECKHARDT: Mr. Examiner, I don't think that's
2 clear to the witness. He said, "When did you make that change?"
3 He is asking when did he make it in the affidavit or when did
4 he make it in his testimony?

5 MR. GREENE: When did he make it in the affidavit?

6 A. That was on about Thursday of last week.

7 Q. (By Mr. Greene) What brought it to your attention that
8 you had given an incorrect date to the Board?

9 A. Mr. Eckhardt showed me a copy of my termination slip.

10 Q. So you told him earlier that you were discharged on
11 March 20th, when, in fact, you had been discharged on February
12 28th, isn't that correct?

13 A. No, sir, I didn't tell him. I made the statement to
14 Miss Stubbs.

15 Q. Then the charge that you filed on August 31st, you read
16 it before you signed it, didn't you?

17 A. Yes, sir.

18 Q. And it says, "On or about March 20, 1966"?

19 A. Yes, sir.

20 Q. All right.

21 Now, you read this three-page statement, which we
22 turned over to Mr. Eckhardt, relative to the meeting that you
23 had on February 28th at Tyler Pipe?

24 A. Yes, sir.

25 Q. Is there anything in there that's not correct?

1 MR. ECKHARDT: Objection.

2 TRIAL EXAMINER: Overruled.

3 A. Sir, I don't know.

4 Q. (By Mr. Greene) Well, read it and see.

5 A. I couldn't tell you if I read it.

6 Q. Why couldn't you?

7 TRIAL EXAMINER: Well, just a minute.

8 You do the best you can in answering the question. If
9 you don't understand the question or the contents of a question,
10 then, you say so.

11 MR. ECKHARDT: Mr. Examiner, I think the question is
12 very broad. He is saying, "Is there anything in there
13 incorrect?" Now, is he talking about commas, and periods--

14 MR. GREENE: No, I am not talking about that. How about
15 substance, Mr. Eckhardt, if you don't understand it?

16 TRIAL EXAMINER: I think the question is easily
17 understandable.

18 A. To the best of my knowledge, what's in here is what
19 was in there, to the best of my knowledge.

20 Q. (By Mr. Greene) Is that information in there correct?

21 A. To the best of my knowledge, it is.

22 Q. Was there anything said at the meeting in regard to
23 these subjects that's not contained in that statement?

24 TRIAL EXAMINER: That you remember.

25 A. Yes, sir, there is several things in here that I
mentioned in my affidavit that are not on this paper.

1 MR. ECKHARDT: I object to it still though.

2 TRIAL EXAMINER: Sustained. The document speaks for
3 itself.

4 Q. (By Mr. Greene) All right.

5 Now, what did you tell these people at this meeting
6 about the solicitation they had asked you about?

7 A. (No response.)

8 MR. ECKHARDT: I object to that. It assumes facts not
9 evidence. That question is contrary to the witness's testimony.

10 MR. GREENE: Mr. Trial Examiner, he said that he saw
11 that back in September of 1965, and that he understood it.

12 TRIAL EXAMINER: Well, show it to him and ask him to
13 read it.

14 MR. GREENE: All right.

15 Q. (By Mr. Greene) Read this statement and tell me what
16 you said in that statement--

17 TRIAL EXAMINER: Point out the part that you want him
18 to read.

19 Q. (By Mr. Greene) Read these questions right here and
20 your answers.

21 TRIAL EXAMINER: And then ask him if this is correct;
22 did he give those answers and were those questions asked.

23 MR. ECKHARDT: Counsel, could you tell me what questions
24 you are asking him to read?

25 MR. GREENE: Question by Mr. Morris and Mr. Davis and
his answer.

1 MR. ECKHARDT: Thank you.

2 Q. (By Mr. Greene) Were you asked those questions and did
3 you make that answer?

4 A. As far as I remember, I did.

5 Q. All right.

6 Now, they asked you in there--

7 TRIAL EXAMINER: Are you going to introduce that
8 document in evidence?

9 MR. GREENE: Yes, I will introduce it as Employer's
10 No. 5. I would like to have it marked and introduce it.

11 TRIAL EXAMINER: You were referring to Page 2?

12 MR. GREENE: Page 2, questions by Mr. Morris and Mr.
13 Davis and his answers.

14 TRIAL EXAMINER: All right.

15 This will be Respondent's 5.

16 (The document above-referred to
17 was marked as Respondent's
Exhibit No. 5 for identification.)

18 TRIAL EXAMINER: Any objection to the admission of
19 Respondent's No. 5?

20 MR. ECKHARDT: I don't object to its authenticity, but
21 I object to its admissibility and its relevance because it
22 was taken under coercive circumstances.

23 TRIAL EXAMINER: Well, your objection goes to the
24 weight, not to the relevancy?

25 MR. ECKHARDT: That is correct.

1 TRIAL EXAMINER: I will admit it in evidence. Respondent's
2 5 is admitted in evidence.

3 (The document above-referred to,
4 heretofore marked as Respondent's
5 Exhibit No. 5, was received in
6 evidence.)

7 MR. ECKHARDT: Also, I object that it's self-serving.

8 TRIAL EXAMINER: Well, he has identified it and said
9 it was correct as far as it goes.

10 Q. (By Mr. Greene) Now, Mr. Smith, on February 28th, I
11 think you stated that at the end of this conference when you
12 didn't sign this statement, you went back to work and stayed
13 about fifteen or twenty minutes, is that correct?

14 A. As far as I remember.

15 Q. Then somebody came back out, either Mr. Morris or Mr.
16 Collins and said what to you?

17 A. Mr. Morris called me into the office.

18 Q. And said what?

19 A. He told Mr. Collins that he wanted what I had said put
20 down in my personnel records. He had my records laid out on
21 Mr. Collins' desk at this time. He told me, said, "You have
22 a choice; either you can give up your union activity and do
23 your work or you can continue your union activity and be
24 terminated."

25 At this time I told him that I would save everybody a
whole lot of trouble and that I would quit before I got anybody

1 else into trouble because of me. I walked out the door and
2 Mr. Morris told me to get in his truck--he followed me out
3 the door and told me to get in his truck and he would take me
4 around to the personnel office, which I did do.

5 Q. You went in there and you saw Mr. Cecil Thomas?

6 A. Yes, sir.

7 Q. What did you say to him?

8 A. Mr. Thomas said to me, said, "I don't understand why
9 you are quitting. You have made us a good hand." I told him
10 that the reason that I was leaving because I was looking for
11 a better job.

12 Q. Did you tell him that the grass looked greener some-
13 where else?

14 A. No, sir.

15 Q. Now, while you were talking to Mr. Morris, from that
16 point in his office until you went around to Mr. Cecil Thomas'
17 office, did Mr. Morris ask you if you were sure about what
18 you wanted to do?

19 A. No, sir.

20 Q. He didn't say that at all?

21 A. No, sir.

22 Q. Did he say anything else to you other than what you
23 have said?

24 A. On the way around to the personnel office, he didn't.

25 Q. Did he ask you at that time if you were sure that this

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1 A. Yes, sir, I believe I did.

2 Q. Did you sign it?

3 A. Yes, sir, I believe so.

4 Q. Now--

5 MR. ECKHARDT: May I take the witness on voir dire?

6 TRIAL EXAMINER: Yes.

7 MR. GREENE: Let me get one question in there, the fact
8 that it was given to them.

9 TRIAL EXAMINER: All right.

10 Q. (By Mr. Greene) This was a statement given by you on
11 March 15th to the Texas Employment Commission, is that correct?

12 A. I don't remember the date.

13 Q. But it was approximately around that time?

14 A. Yes, sir, approximately.

15 MR. GREENE: O. K.

16 VOIR DIRE EXAMINATION

17 Q. (By Mr. Eckhardt) Mr. Smith, did you, sir, yourself
18 print this on the fact of this document?

19 MR. ECKHARDT: Which is what? Have you marked it for
20 identification?

21 TRIAL EXAMINER: Not yet.

22 MR. GREENE: No, sir.

23 MR. ECKHARDT: Can I mark it with your number?

24 MR. GREENE: That's all right, fine.

25 TRIAL EXAMINER: Respondent's No. 6 for identification.

1 that is Christmas vacation.

2 TRIAL EXAMINER: Where is he located?

3 MR. GREENE: Danville, Kentucky.

4 TRIAL EXAMINER: Where?

5 MR. GREENE: Danville, Kentucky, Centerville College.

6 TRIAL EXAMINER: Well, when we come to that point maybe
7 you can stipulate as to what he will testify to. Maybe we
8 can get some sort of stipulation on it.

9 MR. GREENE: Well, if we can't, I don't want that to
10 put us in a position of foreclosing introducing this man's
11 testimony.

12 TRIAL EXAMINER: I told you at the start if whenever we
13 come to the point where you need a continuance in order to
14 present your case, you make an adequate showing and I will
15 grant you that continuance.

16 MR. GREENE: Fine.

17 TRIAL EXAMINER: Now, let's see what happens when we
18 come to it.

19 Will you call your next witness?

20 MR. ECKHARDT: Mr. McCloud, please.

21 CLIFTON McCLOUD

22 was called as a witness by and on behalf of the General Counsel
23 and, having been first duly sworn, was examined and testified
24 as follows:

25 TRIAL EXAMINER: State your full name and address.

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1 THE WITNESS: Clifton McCloud, 712 West Wilson, Tyler,
2 Texas.

3 TRIAL EXAMINER: You will have to speak louder. I
4 couldn't hear you. Clifton?

5 THE WITNESS: Clifton McCloud, 712 West Wilson, Tyler,
6 Texas.

7 TRIAL EXAMINER: How do you spell McCloud?

8 THE WITNESS: M-c-C-l-o-u-d.

9 DIRECT EXAMINATION

10 Q. (By Mr. Eckhardt) Mr. McCloud--

11 MR. ECKHARDT: Mr. Greene, may we have a stipulation
12 that Mr. McCloud was discharged for what the company alleges
13 was misconduct during a strike which began about August 16th
14 and ended about August 23rd? It would shorten the issues in
15 this case.

16 MR. GREENE: Yes, we will stipulate to that.

17 MR. ECKHARDT: And for no other reason?

18 MR. GREENE: That's right.

19 MR. ECKHARDT: Thank you.

20 Q. (By Mr. Eckhardt) Mr. McCloud, were you ever employed
21 by Tyler Pipe and Foundry Company?

22 A. Yes, sir.

23 Q. Will you state when you were hired by the company?

24 A. About March 15, 1966.

25 Q. All right.

1 What job did you have when you were hired?

2 A. As a maintenance mechanic.

3 Q. At what rate per hour?

4 A. \$1.81 per hour.

5 Q. Who was your supervisor at that time?

6 A. Tommy Wyatt.

7 Q. Pardon me?

8 A. Tommy Wyatt.

9 MR. ECKHARDT: May we have a stipulation that Tommy
10 Wyatt was a supervisor within the meaning of the Act from
11 March 16, 1966 until Mr. McCloud was terminated on about
12 August 19, 1966?

13 MR. GREENE: Right.

14 MR. SEAY: He was the shift foreman on the third shift.

15 MR. ECKHARDT: All right, thank you.

16 Q. (By Mr. Eckhardt) How long did Mr. Wyatt continue to
17 be your supervisor, Mr. McCloud, after you were hired?

18 A. Until about August 18, 1966, when I was fired.

19 Q. I see. During that period of time, did you receive any
20 wage increases?

21 A. Yes, sir.

22 Q. All right.

23 Will you state approximately how many you received during
24 that period?

25 A. I received two.

1 Q. Do you recall approximately how long after you were
2 hired you received the first wage increase?

3 A. It was about two months after I went to work at Tyler
4 Pipe.

5 Q. How much was that one?

6 A. Twelve cents an hour raise.

7 Q. Do you know if that was--

8 TRIAL EXAMINER: What difference does this make about
9 these raises where you have a stipulation that he was fired
10 for his misconduct during the strike?

11 MR. ECKHARDT: Because I think that he was a valuable
12 employee of superior ability and would not be fired for a
13 minor strike incident.

14 MR. GREENE: That's not the issue.

15 TRIAL EXAMINER: Well, I don't think that's the issue.
16 The point is if it was misconduct during the strike, do you
17 think there should be various gradations of culpability? In
18 other words, some employee can be fired for certain misconduct
19 while a more valuable employee cannot be fired for the same
20 misconduct?

21 MR. ECKHARDT: I think that an employer would be less
22 inclined to fire a man for calling another a dirty name on a
23 picket line if he was an old, valuable, employee than if he was
24 a new, green employee that had no value.

25 TRIAL EXAMINER: Well, I don't think so. I think you

1 have got to meet the issue head on. Was his misconduct such
2 as to warrant or justify his discharge?

3 MR. ECKHARDT: All right.

4 If I am assured by Counsel here that he will not bring
5 up any other matters in this man's background.

6 TRIAL EXAMINER: He said that this was the only reason
7 for his discharge. His stipulation covered that. He said
8 that this was the only reason for his discharge, the misconduct
9 during the strike.

10 MR. ECKHARDT: Mr. Examiner, it is our contention that
11 he was also not only fired for his misconduct on the picket
12 line, but also for his active role in the union.

13 MR. SEAY: Well, he has already entered into a
14 stipulation with us.

15 MR. ECKHARDT: Yes, I will withdraw from it then.

16 TRIAL EXAMINER: Well, wait a minute.

17 MR. SEAY: My goodness.

18 TRIAL EXAMINER: Your stipulation was binding on the
19 Respondent that they discharged him only because of his strike
20 misconduct on the strike. Now, as I understand it, doesn't
21 it bind you from showing a different reason for his discharge.

22 MR. ECKHARDT: In other words, that he was active with
23 the union?

24 MR. GREENE: The fact that he was out there on the
25 picket line is going to establish something along those lines,

1 I think.

2 TRIAL EXAMINER: It shows--the strike activity is
3 union activity is protected activity unless it was of the
4 character which is unprotected and the type of misconduct would
5 warrant discharge.

6 MR. GREENE: I think he ought to get right down to it.

7 TRIAL EXAMINER: You have got a good stipulation and
8 now you want to get out of it.

9 MR. ECKHARDT: No, in other words, I just wanted--well,
10 I will ask the witness a question.

11 Q. (By Mr. Eckhardt) Did you ever engage in any union
12 activity during the period of your employment?

13 A. Yes, sir.

14 Q. Will you state when that union activity began?

15 A. It began on or about the 15th of May 1966.

16 MR. GREENE: I am going to object to this. We will
17 stipulate that he was out there on the picket line, that he
18 was engaging in union activity on the picket line. We are not
19 going to contest that.

20 TRIAL EXAMINER: Well, the point is I think he is
21 entitled to show that he had a prominent role in the union
22 activity.

23 MR. GREENE: Fine.

24 TRIAL EXAMINER: Did he hold any office in the union?

25 MR. ECKHARDT: Well, I would like to develop it as I have

1 prepared the witness.

2 MR. GREENE: Well, let's develop it.

3 TRIAL EXAMINER: Let's see if we can cut it short.

4 MR. ECKHARDT: I think by stipulating, I didn't mean to
5 keep myself--

6 TRIAL EXAMINER: No, but the point is let's see if you
7 can cut it short.

8 MR. ECKHARDT: I will endeavor to cut the issues short.
9 As to the stipulation, I don't withdraw from the stipulation.

10 TRIAL EXAMINER: All right.

11 Go ahead.

12 Q. (By Mr. Eckhardt) Mr. McCloud, when did your union
13 activity begin?

14 A. It began about March 15, '66.

15 Q. All right.

16 Now, what union activity did you engage in first?

17 A. Well, I signed a union card at the National--

18 Q. When was this approximately?

19 A. It was about the 15th of May '66.

20 Q. What other union activity did you engage in after you
21 signed the union card?

22 A. I engaged in taking a strike vote on the same night.

23 Q. Will you keep your voice up, please.

24 A. I engaged in taking a strike vote the same night.

25 Q. All right.

1 Tell us about that.

2 A. There was about 150 people present at this meeting that
3 we had at the National Guard Armory up here in Tyler. We
4 gathered together the employees of Tyler Pipe to take a strike
5 vote which we did. The strike became--we voted that the strike
6 would become effective approximately 12:01 Sunday, August--
7 around the--excuse me, May, it would be May the 16th, I believe,
8 somewhere around May 16th.

9 Q. What year?

10 A. '66.

11 Q. All right.

12 What else went on at that union meeting?

13 A. We--

14 MR. GREENE: I am going to object, Mr. Trial Examiner,
15 about what went on at this union meeting.

16 MR. ECKHARDT: Withdraw the question.

17 Q. (By Mr. Eckhardt) Did you hold any post or any position
18 with the union at that time?

19 A. Just a member of the union at that time.

20 Q. Pardon me.

21 A. Just a member of the union at that time.

22 Q. Did you ever have any position? Did you ever occupy
23 any position on any committee with the union?

24 A. Yes, sir, I did.

25 Q. When did that begin, approximately?

1 A. That was about the last part of May '66.

2 Q. What position was that? Tell me about it.

3 A. Committeeman of the in-plant committee.

4 Q. How did you get selected to this position?

5 A. By the members of the union.

6 Q. Was that fact known by the Tyler Pipe and Foundry
7 Company?

8 A. Yes, sir.

9 TRIAL EXAMINER: How did they know it?

10 THE WITNESS: My picture appeared on a leaflet which
11 we circulated, all of the committeemen circulated through the
12 plant on our off-duty hours as the people were coming off duty
13 at Tyler Pipe and Foundry.

14 MR. GREENE: We will stipulate that we knew he was on
15 the committee.

16 MR. ECKHARDT: Thank you.

17 Would the Reporter please mark this for identification
18 as GC 8.

19 (The document above-referred to
20 was marked as General Counsel's
Exhibit No. 8 for identification.)

21 MR. GREENE: You just want to get these pictures into
22 evidence?

23 MR. ECKHARDT: No, I want to develop my case.

24 Q. (By Mr. Eckhardt) Mr. McCloud, I hand you GC 8 for
25 identification, and ask you what this is?

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1 A. This is the leaflet that the committeemen and employees
2 of Tyler Pipe passed out to the workers coming off duty at
3 Tyler Pipe and my picture appeared on the top right hand corner.

4 MR. ECKHARDT: May we have a stipulation that this
5 leaflet came to the attention of some of the supervisors of
6 Tyler Pipe Company on or about--

7 Q. (By Mr. Eckhardt) What date was it passed out?

8 A. 23rd of July.

9 Q. What year?

10 A. '66.

11 MR. GREENE: We stipulate that we knew this man was on
12 the committee.

13 MR. ECKHARDT: You mean "we," the Respondent, knew it?

14 MR. GREENE: That's what I said. I am not saying that
15 I did. I still don't know it.

16 MR. ECKHARDT: As of about July 23, 1966?

17 MR. GREENE: Any date that you want to put on there is
18 fine.

19 MR. ECKHARDT: May we have a stipulation that the
20 Respondent knew of this leaflet which is GC 8--

21 MR. GREENE: I didn't say that. I said we stipulate
22 that we knew that Mr. McCloud was on the committee as of the
23 time he was discharged.

24 MR. ECKHARDT: No, I would like to have a stipulation
25 that you knew that Mr. McCloud was on the committee on July

1 23, 1966.

2 MR. GREENE: I am not going to stipulate to that.

3 MR. ECKHARDT: All right.

4 We will develop it.

5 Q. (By Mr. Eckhardt) Do you know who--did you ever pass
6 out this leaflet, GC 8?

7 A. Yes, sir.

8 Q. Do you know approximately what date, to the best of
9 your recollection?

10 A. Yes, sir, it was around July 20th, the best I remember,
11 of '66.

12 Q. Approximately how many people, your best estimate, of
13 how many people you gave this to and where did you give it to
14 them?

15 A. Well, I don't have any idea how many people I gave it
16 to.

17 Q. Well, 100, 300, 500?

18 A. I would say a couple of hundred.

19 Q. All right.

20 Where did you give it to them?

21 A. At the Number Two Gate of Typer Pipe and Foundry Company.

22 Q. About what time of day was this?

23 A. It would have been in the afternoon.

24 Q. In the afternoon?

25 A. Yes, sir.

1 Q. Did you see any--

2 A. Sometimes in the mornings.

3 Q. Did you see any supervisors around?

4 A. Yes, sir.

5 Q. Who did you see?

6 A. I gave one supervisor, Tommy Wyatt, he came out of the
7 gate, Wyatt did, and he stopped and I walked up and gave him
8 one.

9 Q. Who was Tommy Wyatt at that time?

10 A. He was my supervisor.

11 MR. ECKHARDT: At this time we offer GC 8 for
12 identification in evidence.

13 Q. (By Mr. Eckhardt) Can you identify yourself on this
14 GC 8?

15 A. Yes, sir, I already did.

16 Q. Well, you better than anybody--

17 TRIAL EXAMINER: He said the upper right hand picture, the
18 last one.

19 MR. ECKHARD: Thank you.

20 Q. (By Mr. Eckhardt) Did you have any conversation with
21 Mr. Wyatt concerning a union meeting, Mr. McCloud?

22 A. Yes, sir, I did.

23 Q. Will you state when that occurred?

24 A. Well, that occurred the night--it was on or about the
25 night of the 23rd.

Q. What month and what year?

1 A. Of '66.

2 Q. Of what month?

3 A. July.

4 Q. All right.

5 Tell us all about it. Where it occurred, approximately
6 the time of day or night, and what was said.

7 A. It occurred at the north plant maintenance shop where I
8 work about 11:30 at night after I went to work. My supervisor,
9 Tommy Wyatt, came up to me and he wanted to know if I had been
10 to a union meeting and I said, "Yes."

11 Q. All right.

12 What else was said?

13 TRIAL EXAMINER: If anything.

14 A. Well, he wanted to know if we were going to take a
15 strike vote and I told him that if he had wanted to find out
16 bad enough, he would have come to the meeting; no body was
17 stopping him from coming to the meetings. That he was just as
18 welcome as I was.

19 Q. What else, if anything?

20 A. (No response.)

21 Q. Was he satisfied with your answer?

22 MR. GREENE: Objection.

23 TRIAL EXAMINER: Sustained.

24 Q. (By Mr. Eckhardt) Did he ask you more than once?

25 A. Yes, sir.

1 Q. Go ahead, please.

2 A. He asked me a couple of times.

3 Q. What did he ask you?

4 A. Wyatt asked me a couple of times if we were planning on
5 going on strike and I told him he might as well go on back
6 down there where he came from, that I wasn't going to tell him
7 nothing. He said, he said, "Well, I know that." He said,
8 "I know you are not going to tell me nothing." I said, "You
9 are right. I am not going to tell you nothing so you might as
10 well go on back down there where you came from and leave me
11 alone."

12 Q. Was this during your working hours?

13 A. Yes, it was.

14 Q. Pardon me.

15 A. It was during my working hours. I had just come on to
16 work.

17 Q. I see.

18 TRIAL EXAMINER: GC 8 is admitted in evidence.

19 (The document above-referred to,
20 heretofore marked as General
21 Counsel's Exhibit 8, was received
in evidence.)

22 Q. (By Mr. Eckhardt) Did you ever have any conversation
23 with a supervisor by the name of Elliott?

24 A. Yes, sir, I did.

25 Q. Do you recall what was said in that conversation, if

1 THE WITNESS: My supervisor.

2 TRIAL EXAMINER: This was White?

3 THE WITNESS: W-h-i-t-e.

4 TRIAL EXAMINER: You can go on.

5 Q. (By Mr. Eckhardt) Mr. McCloud, did you ever have a
6 conversation with Mr. Elliott concerning the company's
7 attitude toward you?

8 A. Yes, sir.

9 Q. Will you state approximately when that was?

10 A. That conversation occurred about a week, I guess, after
11 I come back off strike the first time which was after May 23,
12 '66.

13 Q. About what week in May?

14 A. It was about the last week in May.

15 TRIAL EXAMINER: Now, wait a minute. Let me get this
16 straight. I thought the strike was from August 16th to
17 August 23rd.

18 MR. ECKHARDT: Two strikes, sir.

19 TRIAL EXAMINER: Oh, two strikes. When was the first
20 strike?

21 MR. ECKHARDT: Could we have a stipulation on this to
22 clear it up? The first strike, my understanding is, occurred
23 approximately on May 16th and ended approximately on May 23rd
24 of 1966.

25 TRIAL EXAMINER: Is this correct?

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1 MR. GREENE: Correct.

2 MR. SEAY: That's correct.

3 MR. ECKHARDT: And the second strike started approximately
4 on August 16th and ended on approximately August 23rd, 1966.

5 MR. GREENE: Correct.

6 Q. (By Mr. Eckhardt) Go ahead, Mr. McCloud.

7 A. Well, Mr. Elliott, the production supervisor, he and I
8 got into a conversation one time--

9 Q. Pardon me. You are referring--I am asking you about the
10 conversation in the last week of May 1966. Is that what you
11 are referring to?

12 A. Yes, sir.

13 Q. All right.

14 Go ahead, please, sir.

15 A. We got into a conversation and I was curious as to what
16 his idea was if I was working--

17 Q. Would you keep your hand down and speak up, please.

18 A. Well, I asked Oscar Elliott did he think I had been doing
19 my jobs around there the first two months that I had been there
20 and he said, "Yes." He says, "You and Steve Dewberry are about
21 the only two maintenance men I can go get and get anything done
22 quickly and half way decent."

23 MR. GREENE: I want to object to the relevancy of all of
24 this.

25 Q. (By Mr. Eckhardt) Go ahead, Mr. McCloud.

1 MR. ECKHARDT: I thought we could take care of it
2 quickly, but Counsel wants to prolong it.

3 MR. GREENE: Let's wait until we get to the rebuttal
4 stage and then we will talk about it. You are the one who is
5 prolonging this thing.

6 MR. ECKHARDT: This is my case, Counsel.

7 MR. GREENE: Well, wonderful.

8 Q. (By Mr. Eckhardt) Mr. McCloud, did you ever have a
9 conversation with a supervisor at Tyler Pipe and Foundry
10 Company concerning talking about the union?

11 A. Yes, sir, I did.

12 Q. Will you state when that conversation, the first such
13 conversation occurred, please, sir?

14 MR. SEAY: Just a minute. We would like to know what
15 person he is talking about, the name of the person that he is
16 talking about.

17 TRIAL EXAMINER: Well, he is asking the question and
18 the witness will name the person.

19 MR. SEAY: He asked him the date first.

20 TRIAL EXAMINER: Well, he will ask him that. He will
21 lay the foundation. He has been doing that right along.

22 A. Yes, sir, I did.

23 Q. (By Mr. Eckhardt) O. K., when was the first such
24 conversation?

25 A. The first conversation--

1 MR. ECKHARDT: Incidentally, if Counsel wants to know
2 what allegation this pertains to, I will be happen to enlighten
3 him.

4 MR. GREENE: We will try to figure it out as you go
5 along.

6 Q. (By Mr. Eckhardt) Go ahead, Mr. McCloud. When was this?

7 A. The first conversation occurred at the north plant
8 maintenance. It was about, somewhere around the 20th of July
9 1966.

10 Q. All right.

11 A. It was around 1:30 or 2:00 in the morning.

12 Q. Was this during the time that you would normally be
13 working?

14 A. It was.

15 Q. All right.

16 Go ahead. Who was present, where did it occur, and what
17 was said, please?

18 A. Well, Tommy Wyatt, my supervisor, came and got me and
19 said that Vito Fallacaro wanted to see me in his office.

20 Q. Is that spelled F-a-l-l-a-c-r-a-o, first name; last
21 name, V-i-t-o?

22 A. (No response.)

23 MR. ECKHARDT: Could we have a stipulation that
24 Fallacaro Vito was a supervisor within the meaning of the Act
25 on about July 20, 1966?

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1 MR. GREENE: Not until we see the relevancy of it. We
2 may very well be glad to do it at that time.

3 MR. ECKHARDT: May the witness continue the conversation
4 before I establish that he is a supervisor?

5 MR. GREENE: All right.

6 TRIAL EXAMINER: Now, just a minute. You say Wyatt
7 came and got you?

8 THE WITNESS: Yes, sir.

9 TRIAL EXAMINER: Where did he come?

10 THE WITNESS: He came to the north plant maintenance
11 shop where I worked.

12 TRIAL EXAMINER: What were you doing at the time, if you
13 remember?

14 THE WITNESS: I don't remember.

15 TRIAL EXAMINER: What were you doing? Is this where you
16 worked?

17 THE WITNESS: Yes, sir, I do remember, too. I was
18 working on some core machines.

19 TRIAL EXAMINER: And at that time he told you that he
20 wanted, that Mr. Vito wanted to see you?

21 THE WITNESS: Yes, sir.

22 Q. (By Mr. Eckhardt) All right.

23 Go ahead, Mr. McCloud. What was said?

24 MR. GREENE: You have got the names reversed and the
25 spelling--

1 MR. ECKHARDT: Would you not interrupt me, please?

2 MR. GREENE: I will when I think you ought to be.

3 This man's name is Vito Fallacaro; not the other way around.

4 MR. ECKHARDT: Thank you.

5 MR. GREENE: I wanted to correct that before you got
6 started.

7 TRIAL EXAMINER: So then you went to Mr. Fallacaro's
8 office or shop, or where was it?

9 THE WITNESS: Yes, sir, I went to Mr. Fallacaro's office

10 TRIAL EXAMINER: Who else was there?

11 THE WITNESS: Tommy Wyatt, my supervisor and Wyatt and
12 I walked in and Wyatt shut the door. So Vito told me, said,
13 "My men are kind of on edge around here."

14 TRIAL EXAMINER: Speak up.

15 THE WITNESS: Well, Vito told me, "My men are kind of
16 on edge talking union to them." Said, "I don't want you to be
17 out there around them talking union to them." Said, "I don't
18 want you talking union anywhere around here to the production
19 employees."

20 Q. (By Mr. Eckhardt) What else did he say, if anything?

21 MR. SEAY: First, may we have an objection to any
22 conversation with Mr. Fallacaro on the grounds there was nothing
23 in the Complaint sideways, edgeways, or bottom about this.
24 There's no pleading to support it.

25 TRIAL EXAMINER: Wyatt was present. He testified Mr.

1 Wyatt was present. Mr. Wyatt?

2 THE WITNESS: W-y-a-t-t.

3 TRIAL EXAMINER: Well, that's right. They went into Mr.
4 Fallacaro's office and Fallacaro made these statements in the
5 presence of Mr. Wyatt.

6 Q. (By Mr. Eckhardt) Go ahead, Mr. McCloud. What else was
7 said?

8 A. After he got through telling me about he didn't want me
9 talking to his men, he said, "I don't want you passing out any
10 literature, any union literature or handbills on company
11 property at any time." He said, "That includes"--he said,
12 "Have you seen the no solicitation rule posted on the bulletin
13 board?" and I said, "Yes, I have." He said, "That rule applies
14 to working hours and your lunch breaks." So I said, "No, that
15 my interpretation of that rule is different from yours," and
16 he asked, "How?" and I told him that the no solicitation rule,
17 it says in there that no solicitation shall be allowed only to
18 the actual working hours; not the break times and lunch times.

19 Q. What did he say to that, if anything?

20 A. He said that my interpretation was wrong.

21 TRIAL EXAMINER: Meaning your interpretation?

22 THE WITNESS: He said my interpretation, meaning mine,
23 was wrong.

24 Q. (By Mr. Eckhardt) Was anything said about a strike or
25 the strike?

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1 A. Yes, he said, Fallacaro Vito said, "You have come back
2 off of the strike of your own freewill," and he said, "You
3 have come back under no conditions," and he said, "I don't want
4 you talking union to my men any more or passing out handbills
5 anywhere on company property."

6 Q. Was Mr. Tommy Wyatt present during this entire conversa-
7 tion?

8 A. Yes, he was.

9 MR. ECKHARDT: Excuse me. Have we already stipulated
10 that Tommy Wyatt was a supervisor within the meaning of the
11 Act?

12 MR. GREENE: As far as I recall, we have.

13 MR. ECKHARDT: And he was on July 20, 1966?

14 MR. GREENE: Right.

15 MR. ECKHARDT: Could we have a stipulation now that
16 Vito Fallacaro was a supervisor within the meaning of the Act
17 at the time in question?

18 MR. SEAY: No, sir, we are not going to stipulate to
19 that. This is a complete surprise on the part of Counsel for
20 General Counsel coming in at this late date in the hearing and
21 bringing in some conversation about a Mr. Fallacaro. We filed
22 a Bill of Particulars and we repeatedly tried to get them to
23 plead their case and they were not doing it and it's a surprise
24 and Mr. Fallacaro is not--I don't know where he is and I am
25 not going to stipulate to it.

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1 MR. ECKHARDT: All right.

2 Q. (By Mr. Eckhardt) Mr. McCloud, do you have any--did you
3 know--were you familiar with Mr. Vito Fallacaro's authority
4 as of this time, about July 20, 1966?

5 A. Yes, sir.

6 Q. Tell us what you know about his authority as of that
7 time. What authority did he have?

8 MR. GREENE: I want to object unless he establishes that
9 he has first hand knowledge of this man's authority, rather
10 than just from hearsay.

11 MR. ECKHARDT: All right.

12 Q. (By Mr. Eckhardt) Did you have first hand knowledge of
13 Mr. Vito Fallacaro's authority as of July 20, 1966?

14 A. Yes, sir.

15 Q. Tell us about that.

16 MR. SEAY: I object to that on the grounds that he is
17 asking this witness for an interpretation of a definition of
18 a supervisor under the National Labor Relations Act. It calls
19 for a conclusion.

20 TRIAL EXAMINER: Do you know what Vito Fallacaro's
21 job was?

22 THE WITNESS: Yes, sir, I do.

23 TRIAL EXAMINER: What was his job?

24 THE WITNESS: He was supervisor in charge of the whole
25 north plant production, over production.

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1 TRIAL EXAMINER: How do you know that?

2 THE WITNESS: I had read his name on the bulletin board
3 before.

4 TRIAL EXAMINER: As what?

5 THE WITNESS: Well, letters had been sent out to company
6 personnel to read that involved him, Vito, involved Vito.

7 TRIAL EXAMINER: Did you ever see any title or do you
8 know what his title was?

9 THE WITNESS: Yes, sir.

10 TRIAL EXAMINER: What was his title?

11 THE WITNESS: Shop superintendent, I think. Plant
12 superintendent.

13 TRIAL EXAMINER: O. K.

14 Q. (By Mr. Eckhardt) Now, do you know what authority Mr.
15 Fallacaro had other than what you have just mentioned?

16 TRIAL EXAMINER: Well, that's enough. He has given the
17 answer that establishes a prima facie case of supervision.

18 Let's take a break for five minutes.

19 (A short recess was taken.)

20 TRIAL EXAMINER: Let's go on the record.

21 MR. ECKHARDT: Mr. Examiner, you called to my attention,
22 either inadvertently or deliberately, that there is a denial
23 that the Respondent is engaged in commerce. I wonder if we can
24 settle that and have an admission to that?

25 MR. GREENE: We won't admit that we are engaged in

1 commerce. We won't admit the conclusion. We can stipulate
2 to some commerce facts.

3 TRIAL EXAMINER: They have stipulated the commerce facts
4 and that's an obvious conclusion. Of course, the Trial
5 Examiner of the previous cases found, or the Board has found
6 that they are engaged in commerce.

7 MR. ECKHARDT: Could we have a stipulation that the
8 union in this case is a labor organization within the meaning
9 of Section 2(5) of the Act?

10 MR. GREENE: We will stipulate to that.

11 MR. ECKHARDT: Thank you.

12 Q. (By Mr. Eckhardt) Now, Mr. McCloud, you have just
13 testified concerning a conversation that you had with Mr.
14 Vito Fallacaro on about July 20, 1966. Now, did you have any
15 later conversations with any supervisors concerning the subject
16 of talking about the union?

17 A. Yes, sir, I did.

18 Q. When was the next such conversation?

19 A. It was about a week later after the first conversation.

20 Q. Will you tell us where this occurred, the approximate
21 time of day, and who was present, and what was said?

22 A. It occurred about 2:30 or 3:00 in the morning.

23 Q. Would you take your hand down and talk up, please.

24 A. It occurred at 2:30 or 3:00 in the morning at the north
25 plant maintenance where I work in Joe Roberts' office. He is

1 the plant maintenance supervisor.

2 Q. All right.

3 Go ahead. Who was present?

4 A. Well, Tommy Wyatt, my supervisor, came and got me and
5 told me that Vito Fallacaro wanted to talk to me.

6 TRIAL EXAMINER: Was this the conversation that you told
7 us about before?

8 THE WITNESS: No, sir, this is another one.

9 TRIAL EXAMINER: Oh, this is another one.

10 Q. (By Mr. Eckhardt) You are going to have to keep your
11 voice up, Mr. McCloud. I can't hear you in some instances.
12 Maybe my hearing is bad, but I would like to hear you if I
13 could.

14 TRIAL EXAMINER: We are all talking louder. Maybe if
15 we whisper, you will talk louder.

16 THE WITNESS: No, sir, I will try to talk louder.

17 TRIAL EXAMINER: Go ahead.

18 A. Mr. Wyatt came and got me and we went down to Joe
19 Roberts' office and I walked in and shut the door.

20 Q. (By Mr. Eckhardt) Who shut the door?

21 A. Tommy Wyatt, my supervisor.

22 Q. All right.

23 Go ahead.

24 A. He shut the door--

25 Q. You said, "we." Who is "we"?

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1 A. Tommy Wyatt, myself, and Vito Fallacaro.

2 Q. All right.

3 Go ahead.

4 A. I sat down and Fallacaro started telling me, he said,
5 "I told you once about talking union on company property around
6 here," and he says, he said, "I told you once about talking
7 union on company property around here." So Tommy Wyatt, my
8 supervisor, he says, "You remember me and Mr. Fallacaro talking
9 to you once about this, don't you?" and I said, "Yes." So he
10 says, "Well,"--

11 Q. Who said?

12 A. Wyatt says, "Well, we asked you not to do it, didn't we?
13 Don't you know this is soliciting on company property?" I said,
14 "Well, if Dave Allen," which is my lead man, "could solicit
15 money for someone who broke their leg or were sick in the
16 hospital that I should be able to give out a leaflet on my
17 lunch hour." So Wyatt says, "You let me worry about what Dave
18 Allen does." So I got kind of heated and I asked him was he
19 through chewing me out? that I would like to go back to my
20 work. He said, "Yes,"--

21 Q. Excuse me. Who did?

22 A. Wyatt, Tommy Wyatt, my supervisor, said, "Go on back to
23 your work and don't be talking union up there around the rest
24 of the employees."

25 Q. Was anything said about handbills?

1 A. Yes, sir, to not be passing out any union literature.

2 Q. Who said that?

3 A. Wyatt and Vito, both.

4 Q. At what time?

5 TRIAL EXAMINER: Mr. Eckhardt, would you check your
6 witnesses? I just noticed more people in there than there
7 were before, that's why.

8 MR. ECKHARDT: Thank you, sir.

9 Q. (By Mr. Eckhardt) Before this conversation you just
10 mentioned with Mr. Vito and Mr. Wyatt, had you or had you not
11 been passing out handbills at the Tyler Pipe and Foundry
12 Company?

13 A. Yes, sir, I had.

14 Q. How recent was this before this conversation?

15 A. The best I remember, it was a day or two before--no, I
16 had passed some out that night.

17 Q. All right.

18 A. The night of the conversation.

19 Q. And the conversation was before or after that?

20 A. That was after that, after I passed out the handbills.

21 Q. Do you recall when the election was held at the plant
22 in 1965?

23 A. No, sir.

24 MR. ECKHARDT: Withdraw it.

25 Q. Were you ever present at a conversation with a

1 MR. SEAY: And no pleadings to support it and surprise.

2 TRIAL EXAMINER: That's right. You don't waive any of
3 your rights.

4 MR. SEAY: All right.

5 With that understanding that we are not being prejudiced
6 on that, we will stipulate that Mr. Palmer was a supervisor.

7 MR. ECKHARDT: And was at the time that the witness just
8 indicated?

9 MR. SEAY: Yeah.

10 MR. ECKHARDT: Did the Reporter get the "yeah"?

11 THE REPORTER: Yes.

12 Q. (By Mr. Eckhardt) Mr. McCloud, did you ever wear a
13 union button while you worked at the company?

14 A. Yes, sir, I did.

15 Q. When did you start wearing any union buttons?

16 A. I started wearing a union button, also, a committeeman's
17 badge the same night, well, I started wearing the union button
18 the same night that I joined the union which was about the 14th
19 of May '66.

20 Q. How long did you wear that button or those buttons?

21 A. I wore them until I was fired the 18th of August 1966.

22 Q. How often did you wear them during that period?

23 A. Every night that I was working.

24 Q. What supervisor saw you wearing these buttons?

25 A. Tommy Wyatt, the maintenance supervisor; Billy Palmer,

1 production supervisor; Oscar Elliott, another production
2 supervisor; Jimmy White, production supervisor under Oscar
3 Elliott; Joe Roberts, the maintenance superintendent, and;
4 several other people.

5 Q. All right.

6 Do you have one of those buttons with you?

7 A. Yes, sir, I do.

8 MR. GREENE: Mr. Trial Examiner, in the interest of
9 moving these proceedings along, we stipulated and I think a
10 sound stipulation in regard to this man's union activity and he
11 has gone into a lot of background now and I think he is getting
12 into areas that are just not necessary, it doesn't seem to me.
13 We are going to object to it.

14 MR. ECKHARDT: Mr. Examiner, I am trying to show that
15 this man was a leader and not just one of the indians in the
16 movement.

17 MR. GREENE: That's right. You have showed that he was
18 on the committee and we stipulated that we knew he was on the
19 committee.

20 MR. ECKHARDT: But I have got more evidence.

21 TRIAL EXAMINER: Again, as I say, I suggest to Counsel
22 how to shorten their examination, but I am not going to dictate
23 to Counsel how to try their case, so I will have to just suffer
24 along with you.

25 MR. GREENE: All right.

1 Q. No, I said, "How often did you wear that?"

2 A. Every night.

3 Q. You are saying that you wore more than two every night?

4 A. Yes, sir, I wore two membership buttons and I wore one
5 committeeman's button. All three were green.

6 Q. Did you engage in any picket line activity during the
7 May strike of '66?

8 A. Yes, sir.

9 Q. What was that activity?

10 A. Well, I walked my tour of picket every time it came
11 around from the 16th of May '66, when we went out on strike
12 the first time until about the 22nd or 23rd of May '66, when we
13 went off strike.

14 TRIAL EXAMINER: Were you a picket captain?

15 THE WITNESS: No, sir, I just walked my tour of picket.

16 Q. (By Mr. Eckhardt) Did any supervisor see you walking
17 that picket duty?

18 A. Yes, sir, they did.

19 Q. Who saw you?

20 A. Tommy Wyatt, my supervisor, and Oscar Elliott, the
21 production supervisor.

22 Q. Did you do anything other than walk picket during that
23 period concerning participation in the strike?

24 A. Yes, sir, I passed out handbills.

25 Q. How frequently during the strike in May did you do that?

1 A. I don't remember how many times. You mean how many
2 different handbills?

3 Q. No, how frequently, how many days, if any, did you pass
4 out handbills of one kind or another during the period of the
5 May strike?

6 A. I think it was about two times.

7 Q. Was this observed by any company supervisors?

8 A. Yes, sir.

9 Q. Who were they?

10 A. Well, Tommy Wyatt and Oscar Elliott are the two that I
11 know of. I gave both of them a union leaflet, handbill.

12 Q. All right.

13 Do you know if anybody had a PA system on their car during
14 the May strike?

15 A. Yes, sir--no, sir.

16 Q. You don't know or what is your testimony?

17 A. No, sir, they didn't have.

18 Q. Have you covered all of your picket line activity or
19 your strike activity during the May strike that was known to
20 the company?

21 A. Yes, sir.

22 Q. Now, after the May strike you have stated that you wore
23 union buttons. Did you do any other union activity from May,
24 from the time the strike ended in May, until another strike
25 began in August?

1 A. Yes, sir.

2 Q. What was that activity?

3 A. Well, I gave out handbills when we had handbills to
4 give out.

5 Q. Approximately how often was that?

6 A. Oh, I'd say we gave them out every other week, or
7 something like that.

8 Q. How many men did that, also, of the people that worked
9 at Tyler Pipe?

10 A. I'd say maybe fifteen, sixteen, seventeen people.

11 Q. All right.

12 Did you ever appear at the plant with any other members
13 of the union committee during the period from the end of the
14 first strike in May until the beginning of the second strike
15 in August?

16 A. I don't believe I understood.

17 Q. Did you associate with other members of the in-plant
18 committee during that period?

19 A. (No response.)

20 MR. ECKHARDT: Withdraw it.

21 Q. (By Mr. Eckhardt) Did you have any union meetings
22 between the end of the May strike and the beginning of the
23 August strike?

24 A. Yes, sir.

25 Q. Approximately how frequently were those meetings held?

1 A. The best I remember, they were held every Sunday.

2 Q. Did you attend all of those meetings?

3 A. Yes, sir.

4 Q. What was your position? What was your role in those
5 meetings?

6 A. Well, I was on the in-plant committee.

7 Q. I see. As a plant committeeman, what duties did you
8 have during that period as far as the union was concerned?

9 A. Well, part of my job was giving out handbills and union
10 literature.

11 Q. Did you have any other duties?

12 A. Well, yes, I walked picket.

13 Q. Is that all the duties that you had during that period,
14 between the end of the first strike in May and the beginning
15 of the second strike in August?

16 A. Yes, sir, that's all I can remember.

17 Q. All right, sir.

18 Do you know--withdraw that.

19 Will you state what happened prior to your discharge
20 which the company contended was a reason for your discharge?

21 A. Yes, sir, I was.

22 Q. Will you state what happened, when it happened, from
23 the beginning to the end?

24 A. Well, a little after midnight on or about the 18th of
25 August--

1 Q. Now, this is important. Would you keep your voice up,
2 please. Try as hard as you can.

3 A. Well, about the 18th of August, a little after midnight,
4 I was sitting in my car with C. S. Williams, another employee
5 from Tyler Pipe, sitting outside Number Two Gate and I had a
6 loud speaker on top of my car. Joe Jones and C. V. Sessions
7 were walking the picket line. They were two employees of
8 Tyler Pipe and Andrew J. Cole was parked beside me on his
9 motor cycle. He is an employee at Western Foundry. We were
10 sitting there talking and I had my loud speaker on and I was
11 appealing to the men coming off duty, off work to join our
12 strike. I was playing music, certain records over the loud
13 speaker and talking to all of the men that came out.

14 A little after midnight there was a man, two men in a
15 car that came out from Number Two Gate and I said, "Here comes
16 two good"--

17 Q. Excuse me. Did you know who these men were at the
18 time?

19 A. No, sir, not at that time.

20 Q. Did you later find out?

21 A. Yes, sir, I later found out the one driving the car was
22 L. E. Crow. I never found out who the other one was.

23 TRIAL EXAMINER: L. E. who?

24 THE WITNESS: L. E. Crow.

25 TRIAL EXAMINER: And the other one?

1 THE WITNESS: I never did find out who he was.

2 TRIAL EXAMINER: All right.

3 A. (Continuing) Well, these two men came out the gate and
4 I asked them, I said, "Here comes two good men and why don't
5 you come on out and join the strike?" and he started shaking
6 his head, "No."

7 Q. Who did?

8 A. L. E. Crow, the man driving the car.

9 TRIAL EXAMINER: Will you talk so that Mr. Seay over
10 there can hear you.

11 THE WITNESS: Yes, sir.

12 A. (Continuing) I said, "Here comes two good men. Why
13 don't you come out and join the strike?" and he started shaking
14 his head indicating no, Mr. Crow did, the man driving the car.
15 Mr. Crow drove his car on across the highway. So then I asked
16 him, I said, "How does it feel to scab on a fellow employee?"
17 So he looked--he stuck his head out the window and stuck his
18 finger up like this (indicating) and said, "You go to hell you
19 stupid son-of-a-bitches."

20 MR. ECKHARDT: Excuse me. May the Trial Examiner observe
21 the sign made by the witness. Is it necessary to have it
22 indicated in the record?

23 TRIAL EXAMINER: Yes, I think you had better describe
24 it.

25 MR. ECKHARDT: May the record show that the witness
raised his third finger of his left hand in an insulting manner.

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1 TRIAL EXAMINER: Well, just say what he did.

2 MR. ECKHARDT: Will the Trial Examiner take official
3 notice--

4 TRIAL EXAMINER: Well, the witness opened his hand,
5 closed his first, third and fourth fingers and left his middle
6 finger extended.

7 Q. (By Mr. Eckhardt) Go ahead, Mr. McCloud. What happened
8 immediately after that?

9 A. Well, I got sort of heated. Well, first of all, A. J.
10 Cole hollers at him and says, "Who are you calling a stupid
11 son-of-a-bitch?" That was the man sitting beside my car on
12 his motor cycle. There was no reply to that. I started my
13 car up in a little bit after he was on up the road, I started
14 my car up and drove on after him.

15 Q. After who?

16 A. L. E. Crow.

17 Q. All right.

18 Tell us what happened next.

19 A. Well, about a mile and a half or two miles up the road,
20 I caught up with him. I pulled up beside him--we were rolling
21 along about maybe twenty-five, maybe thirty miles an hour,
22 somewheres along in there, and I said, "You bald-headed
23 son-of-a-bitch, if you will pull over, we will see who the
24 stupid son-of-a-bitch is," and he said something like, "Follow
25 me to town," so I looked back in my rear-view mirror and saw

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1 a bunch of cars coming so I went on around him.

2 TRIAL EXAMINER: You saw what?

3 THE WITNESS: Saw a bunch of cars coming about five
4 hundred yards behind, something like that, but there was a
5 bunch of lights coming up behind me and I went on around him
6 and then he followed me on up the road aways and he went
7 around me and I followed Crow on up past the union hall and
8 I turned around and came back to the union hall and that was
9 the last of that incident.

10 Q. (By Mr. Eckhardt) All right.

11 Now, what happened as a result of this incident?

12 A. Well, the next thing I knew about--I think it was
13 Sunday, the best I remember--

14 Q. Excuse me. What happened next concerning this incident
15 of name calling?

16 A. (No response.)

17 Q. Maybe you are answering the question--

18 A. After I went past the union hall and I turned at the
19 next turn and went back to the union hall and Crow went on.

20 Q. What happened concerning--were you ever charged with
21 anything on account of this?

22 A. Yes, sir, that's what I started to tell you.

23 Q. Excuse me. Go ahead.

24 A. I think it was that Sunday--

25 Q. What day was this that this happened?

1 TRIAL EXAMINER: He said it was the 18th of August.

2 A. That's when it happened. The 21st, I believe it was,
3 the best I remember, it was around the 21st of August, Jake
4 Massey, the sheriff's deputy, came out and had a warrant for
5 my arrest. He said it was because of using abusive language
6 to L. E. Crow. So me and the sheriff's deputy and his
7 assistant went to the jail.

8 MR. GREENE: Mr. Trial Examiner, we want to interpose
9 an objection here in view of the fact that he said that this
10 was apparently a warrant sworn out by Mr. Crow and involves
11 an incident between Mr. McCloud and Mr. Crow and does not
12 involve Tyler Pipe.

13 TRIAL EXAMINER: I want to know about it. I think it's
14 germane. I will overrule the objection.

15 Q. (By Mr. Eckhardt) Do you know what happened? Now, you
16 have got to the point where the sheriff took you to the what?

17 A. He took me to the sheriff's office.

18 Q. What happened there?

19 A. Well, I sat there and waited until two or three union
20 men came down and went my bond.

21 Q. Who were they?

22 A. One was Dutch Masters, Bud Beam.

23 Q. Who is Bud Beam?

24 A. He is a union representative for the Local of Western
25 Foundry.

1 Q. You are referring to the Molders Union?

2 A. Yes, sir, the International Molders.

3 Q. Did you go to trial over this?

4 A. Yes, sir.

5 Q. You were about to tell me what happened.

6 A. Yes, sir, I was.

7 Q. All right.

8 Go ahead--

9 MR. GREENE: I am going to object to the results of
10 the trial.

11 TRIAL EXAMINER: I want to know. Overruled.

12 A. After this happened, well, we got a lawyer, I did.

13 Q. (By Mr. Eckhardt) Well, what happened? You haven't
14 mentioned what happened.

15 A. Well, I went to the sheriff's office and then they went
16 my bond and I went to the lawyer's office which is Merle:
17 Frazier, Jr. and Merle Frazier and I and five witnesses that I
18 had on the picket duty, we all went to the District Attorney's
19 office to file a counter charge against L. E. Crow.

20 Q. What had Crow done?

21 A. Crow cursed me first.

22 Q. Yes, but what did Crow do legally?

23 A. Well, he had filed--

24 Q. I didn't hear you say that.

25 TRIAL EXAMINER: He had filed charges against him and he

1 was arrested. He said so.

2 MR. ECKHARDT: I am sorry. I didn't hear that.

3 MR. GREENE: I don't mean to interrupt you, Mr. Eckhardt,
4 but I would like to object again. I don't see the materiality
5 or the relevancy of this testimony in view of the fact that it
6 clearly occurred after this man was discharged.

7 TRIAL EXAMINER: Well, I didn't hear about his discharge
8 and I want to know the results of the trial, the acts of which--
9 for which he is discharged, the results in the trial.

10 MR. GREENE: You are ruling that that is permissible
11 evidence?

12 TRIAL EXAMINER: Yes.

13 MR. GREENE: O. K.

14 THE WITNESS: Do you want me to go ahead?

15 TRIAL EXAMINER: O. K.

16 A. (Continuing) Well, after I went and seen Merle Frazier,
17 the lawyer, he and I and these five witnesses went--

18 TRIAL EXAMINER: Speak up.

19 A. (Continuing) Merle Frazier and these five witnesses
20 and I went to the District Attorney's office, Bill Coats. We
21 started to file a counter charge against Crow for using abusive
22 language first. So the District Attorney wasn't there and we
23 talked to an assistant District Attorney which was Hunter
24 Brush.

25 MR. SEAY: Pardon me. This seems to me like this is

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1 hearsay testimony and can't in any way be binding on the
2 Respondent. No representative of ours was there.

3 TRIAL EXAMINER: I think it is relevant and I want to
4 hear the results. Now, the point is, instead of giving me a
5 blow by blow description, the point is; was a warrant issued
6 against Crow?

7 THE WITNESS: No, sir, I was just coming to that.

8 TRIAL EXAMINER: Well, all right, did you go to trial
9 on your case?

10 THE WITNESS: Yes, sir.

11 TRIAL EXAMINER: And no warrant and there was no charge
12 filed against Crow?

13 THE WITNESS: No, sir.

14 TRIAL EXAMINER: What was the results of the trial in
15 your case?

16 THE WITNESS: They found me not guilty. A jury of five
17 men and one woman found me not guilty.

18 TRIAL EXAMINER: Found you not guilty?

19 THE WITNESS: Yes, sir.

20 TRIAL EXAMINER: When was this?

21 MR. ECKHARDT: Excuse me, Mr. Examiner. I intended to
22 put this in at this point.

23 TRIAL EXAMINER: All right, put it in.

24 MR. ECKHARDT: Would the Reporter please mark this for
25 identification as GC 9.

(The document above-referred to
was marked as General Counsel's
Exhibit No. 9 for identification.)

1 Q. (By Mr. Eckhardt) I hand you GC 9--

2 TRIAL EXAMINER: Let Counsel see them first.

3 MR. GREENE: We have already seen them.

4 TRIAL EXAMINER: Could I see one? Are they both the
5 same?

6 MR. ECKHARDT: Yes, sir.

7 Q. (By Mr. Eckhardt) I hand you GC 9 for identification,
8 Mr. McCloud, and ask you if you know what this is?

9 A. Yes, sir, I do.

10 Q. What is it?

11 A. This is the jury's verdict.

12 Q. Do you know who obtained this?

13 A. Yes, I did.

14 Q. When did you obtain it?

15 A. Yesterday evening at Judge P. C. Pinkerton's Court.

16 Q. And who did you obtain it from?

17 A. Judge P. C. Pinkerton.

18 Q. What did you say to Mr. Pinkerton?

19 MR. GREENE: I am going to object. It looks to me like
20 that thing speaks for itself.

21 TRIAL EXAMINER: Yes, this is a certified copy.

22 MR. ECKHARDT: I would like to find out what it
23 represents.

1 TRIAL EXAMINER: Well, it's a certified copy of the
2 results of the trial. Of course, his name isn't on it.

3 MR. ECKHARDT: Yes, it is.

4 TRIAL EXAMINER: Yes, Clifton McCloud. This is a
5 certified--if you tell us this is a certified copy--

6 Q. (By Mr. Eckhardt) Is it a certified copy of what Mr.
7 Pinkerton gave--Justice Pinkerton gave you?

8 A. Yes, sir.

9 MR. GREENE: It shows that on its face.

10 TRIAL EXAMINER: That's right, and the seal of the
11 notary public is on there and it is signed by P. C. Pinkerton,
12 Jr., who is apparently the Judge.

13 Q. (By Mr. Eckhardt) What was the date of your trial?

14 TRIAL EXAMINER: It's right on there, October 25th.

15 MR. SEAY: Now, may we have an objection to the
16 introduction of those documents if he is offering them in
17 evidence?

18 TRIAL EXAMINER: Are you introducing this?

19 MR. ECKHARDT: I would like to ask him when he was
20 acquitted. I suppose the Justice Court--

21 TRIAL EXAMINER: It says October 25th on the certified
22 copy.

23 MR. ECKHARDT: Well, I mean I didn't know whether the
24 jury went out and deliberated or not.

25 TRIAL EXAMINER: It says so. The jury found him not
guilty.

1 Q. (By Mr. Eckhardt) Is that the date that they found you
2 not guilty?

3 A. Yes, sir.

4 MR. ECKHARDT: All right.

5 At this time we offer GC 9 for identification in evidence.

6 MR. SEAY: To which Respondent objects on the following
7 grounds:

8 Number One, this is a purported trial that was held in
9 the Justice Court with no representatives of the Respondent
10 present, no attorneys for the Respondent present and is not
11 in any way binding on this Respondent. What the Prosecuting
12 Attorney may have offered in evidence is not shown; there is
13 no complaint; there is no charge; there is no pleadings offered
14 in evidence. The matter is entirely immaterial and irrelevant
15 and prejudicial and in no way proper and in no way can be
16 binding on this Respondent.

17 TRIAL EXAMINER: How is it prejudicial?

18 MR. SEAY: Because it's prejudicial in that the purpose
19 of the Counsel for the General Counsel is to use it to pass
20 on this particular instance when this matter should be
21 decided on the testimony before Your Honor, not what some
22 jury decided in that case. Now, it puts a burden on us, in
23 addition to the fact that we are going to have to subpoena
24 every member of the jury and bring them in and show the basis
25 of why they let him off.

1 TRIAL EXAMINER: No, no, the point is this; I am
2 interested in any conviction. Board cases will show that
3 evidence with respect to any conviction or any acquittal with
4 respect to strike misconduct is very germane. It is not
5 controlling and I agree with you that the final decision is up
6 to me, but it has relevance and it is a matter for consideration
7 just like the statements given to the Unemployment or the
8 Employment Bureau of the states, the actions they take with
9 regard to claims for unemployment insurance, while they are
10 not binding, they do have some relevancy and they are admissible.
11 With convictions of this kind, I think it is relevant and I am
12 interested in it and I will give it its proper weight in
13 connection with all of the other evidence. So I think it is
14 not prejudicial.

15 MR. SEAY: I just wanted to make the additional point
16 that it is not shown what evidence went into the record.

17 TRIAL EXAMINER: Well, he has testified with what he
18 was charged and he has testified to the incident and he has
19 testified that he was found not guilty.

20 MR. SEAY: Well, note our exception, please, sir.

21 TRIAL EXAMINER: Sure.

22 Q. (By Mr. Eckhardt) Now, Mr. McCloud, after this incident
23 at about midnight on August 18, 1966, did you have any later
24 contact with any supervisors at the company concerning your
25 employment with the Tyler Pipe and Foundry Company?

1 A. Yes, sir, I did.

2 Q. What happened concerning that matter and when?

3 A. Well, that Friday, August, about August 19th--

4 Q. Give us the approximate time, and place, and what was
5 said?

6 A. About 2:30 or 3:00 in the afternoon--

7 TRIAL EXAMINER: Was that the same day?

8 THE WITNESS: Yes, sir, it would be the same day.

9 TRIAL EXAMINER: In other words, these incidents
10 happened after midnight on August 19th?

11 THE WITNESS: No, sir.

12 TRIAL EXAMINER: At midnight the new day begins.

13 MR. ECKHARDT: Mr. Examiner, he said it happened at
14 midnight which would be the beginning of August 18th.

15 TRIAL EXAMINER: I see. I wanted to get it straight in
16 my own mind. This is on August 19th?

17 THE WITNESS: Yes, sir.

18 TRIAL EXAMINER: All right.

19 A. (Continuing) Well, I was walking my picket duty and
20 everybody, all of the employees that were out on strike were
21 going in the plant to get their payroll checks. Well, so I
22 decided when my tour of picket duty was over that I would go
23 in and get mine. They usually had them at the guard shack at
24 the gates. So after my picket duty was up, I went to the guard
25 shack at the personnel office and asked the guard could I get

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1 my check and he said, "Your check is being tied up at the
2 payroll office." He said, "Wait a few minutes and I will call
3 a guard and take you down there."

4 Q. (By Mr. Eckhardt) Who was this? Was this a guard?

5 A. No, he wasn't a guard. He was in regular clothes. He
6 wasn't in a guard's uniform.

7 Q. Do you know who that man was?

8 A. No, sir, I don't.

9 Q. Do you know generally what he looked like or whether he
10 had a uniform--

11 MR. GREENE: I object.

12 A. No, sir, he didn't have a uniform on.

13 Q. (By Mr. Eckhardt) Go ahead.

14 A. He was dressed in regular clothes and he said, "Wait
15 a few minutes and I will call a guard to come and get you and
16 take you to the payroll office." So in a few minutes the
17 guards came, two guards came--they weren't guards--I suppose
18 they were supervisors. They were wearing gold hats.

19 MR. SEAY: We object to what he supposed. It's not
20 binding on us, this conversation with some unidentified person.

21 TRIAL EXAMINER: Well, who did come out?

22 THE WITNESS: Two men with gold hats which I thought
23 were supervisors.

24 MR. GREENE: Object and move to strike.

25 TRIAL EXAMINER: Why did you think they were supervisors?

1 THE WITNESS: Well, sir, like Mr. McKie, he wears a gold
2 hat. He's a company official. I thought they were company
3 officials.

4 TRIAL EXAMINER: I see. Is the custom in the plant for
5 supervisors to wear gold hats?

6 THE WITNESS: Supervisors wear silver hats and the
7 officials wear gold hats.

8 TRIAL EXAMINER: Officials wear gold hats?

9 THE WITNESS: Yes, sir.

10 TRIAL EXAMINER: So you concluded that these two were
11 officials?

12 THE WITNESS: Yes, sir. They were wearing gold hats.

13 TRIAL EXAMINER: O. K.

14 A. (Continuing) They came to the south gate, I mean the
15 gate on the old Mineola Highway and picked me up and took me
16 to the payroll office. I went in the payroll office with one
17 of them--I don't know who he was--he was a skinny guy and tall.
18 So I asked them for my check and he said, "Did you bring your
19 termination notice?" I said, "What termination notice?" So
20 he said, "You were terminated yesterday," which would have been
21 Thursday. So I said, "That's the first thing I knew about it."
22 He said, "Well, wait just a minute and let me call Dave McKie."
23 So he picked up the phone and called someone.

24 Q. (By Mr. Eckhardt) You don't know who "he" was?

25 A. No, he was an old guy that had white hair, didn't have

1 much hair on top. He says, "Let me call Dave McKie and see
2 what Dave wants to do about it." So he picked up the phone
3 and called someone and he says, "McKie says for you to turn
4 in all of your equipment that you have got checked out and we
5 will give you your check, but if you want to keep your equip-
6 ment, we will hold out for it." I said, "All right, I will go
7 home and get it and bring it back."

8 So I--this guy in the payroll office, he says, "Dave
9 McKie wants to see you on Saturday, the first thing Saturday
10 morning." So I left then. They drove me back to the gate,
11 these two guys in the gold hats: drove me back to the gate and
12 I left and went home. I was going to get my equipment and I
13 got to thinking about it, well, I would just wait and go
14 Monday morning. I had some other things to do. So the first
15 thing Monday morning which was around August 22nd of '66, I
16 went back to the plant of Tyler Pipe. I went to the gate and
17 told the guard that I wanted to see Dave McKie, that I had
18 an appointment to see Dave McKie. So I went on into the
19 personnel office and his secretary told me to sit down and
20 have a seat, that Dave McKie would be in in a few minutes. So
21 I sat there a few minutes and Raymond Bickerdike, another
22 committeeman--

23 Q. B-i-c-k-e-r-d-i-k-e, is that correct?

24 A. Yes, sir.

25 Another committeeman had come in the office, in the

1 personnel office with me and we were sitting there and Dave
2 McKie came in. So I told him, well, he said, "Go on in my
3 office," and I asked him could Raymond Bickerdike go in with
4 me for a witness and he said, "No, you don't need him." He
5 said, "It will be over in just a few minutes."

6 So he and I went on in his office. He pulled out a
7 file and he started reading what he said was my termination
8 notice. I didn't see it. He said I had been terminated
9 because of using abusive language to a fellow employee. I
10 said, "All right." I turned around and walked out and Dave
11 McKie took me to the payroll office in his car and I brought
12 my equipment to turn in so I took my equipment down and he got
13 my check and I went to the supply house to turn my equipment in
14 and Dave McKie and I went to the north plant maintenance shop
15 and I got my tools and came out. Dave McKie drove me to the
16 gate and he drove me out to the parking lot where my car was
17 and that's the last I saw of him.

18 MR. ECKHARDT: May we have a stipulation that between
19 three and four hundred employees of Tyler Pipe and Foundry
20 went out on strike about August 16th of 1966?

21 MR. GREENE: We will have to check it. We may be able
22 to.

23 MR. ECKHARDT: And, also, may we stipulate that that
24 strike in August was an unfair labor practice strike?

25 MR. GREENE: (Laughter.)

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1 MR. ECKHARDT: Now, it's easy to establish, but if you
2 want to save me that trouble, I would appreciate it.

3 TRIAL EXAMINER: Why do you want to establish that?
4 You haven't charged it.

5 MR. ECKHARDT: Pardon me.

6 TRIAL EXAMINER: There's no charge.

7 MR. ECKHARDT: Yes, sir, we have.

8 TRIAL EXAMINER: A charge that the strike was an unfair
9 labor practice strike?

10 MR. ECKHARDT: Yes, sir.

11 TRIAL EXAMINER: Where? In the Complaint?

12 MR. ECKHARDT: Yes, sir. If I didn't, well, I slipped
13 up, but I am almost certain it is in here.

14 TRIAL EXAMINER: I haven't read the Complaint. Have you
15 got an extra copy of the Complaint?

16 MR. ECKHARDT: Yes.

17 TRIAL EXAMINER: Will you let me have it?

18 MR. ECKHARDT: Yes, I would. It is in Paragraph 13 and
19 14. 14 alleges--

20 TRIAL EXAMINER: All right, I will read it. As long as
21 you say it's in there, well, he won't stipulate that it is an
22 unfair labor practice strike. You are going to have to prove
23 it.

24 MR. ECKHARDT: Of course, it's easy to establish.

25 MR. GREENE: Good, go ahead.

1 MR. ECKHARDT: I will. You can be assured of that.

2 TRIAL EXAMINER: All right.

3 Have you anything else from this witness?

4 MR. ECKHARDT: Well, I would like to ask the witness--

5 Q. (By Mr. Eckhardt) Mr. McCloud, did anyone else use a
6 loud speaker during the August strike besides yourself?

7 A. Yes, sir.

8 Q. Who else did that?

9 A. John T. Peterbough was one of them.

10 Q. Who else? What was Peterbough's position with the union
11 at that time?

12 A. I think he was chairman of the committee then.

13 Q. Are you sure of it or not?

14 A. No, sir, I am not sure. No, let me think. No, he
15 wasn't either. He had resigned.

16 Q. What was his position with the union?

17 A. He was a committeeman.

18 Q. All right.

19 Did anyone besides you and Peterbough operate a sound
20 truck?

21 A. Yes, sir.

22 Q. Who else?

23 A. The best I recall Joe Smith had it on his car for awhile.

24 Q. Did anyone else operate a sound truck during the August
25 strike?

1 A. Yes, sir, Raymond Bickerdike did.

2 Q. Anyone else?

3 A. I know there was about four or five of us, but I can't
4 remember any more of the people that did. I know those did.

5 TRIAL EXAMINER: Did you ever get a termination notice,
6 a written termination notice?

7 THE WITNESS: No, sir.

8 MR. ECKHARDT: I will have to establish--I will probably
9 want to establish through this witness that the strike was
10 an unfair labor practice strike.

11 TRIAL EXAMINER: Through this witness?

12 MR. ECKHARDT: Probably will.

13 Q. (By Mr. Eckhardt) Do you know whether this strike in
14 August was an unfair labor practice strike?

15 MR. SEAY: We object.

16 MR. GREENE: Good gosh!. We object to that.

17 TRIAL EXAMINER: That's for me--

18 MR. ECKHARDT: May I ask him to give us the facts?

19 TRIAL EXAMINER: Well, you can't ask him if it was an
20 unfair labor practice strike.

21 MR. ECKHARDT: Well, I was going to ask him: "What is
22 the basis of your statement?"

23 TRIAL EXAMINER: No.

24 Q. (By Mr. Eckhardt) Did you attend a union meeting prior
25 to the beginning of the August 19, 1966 strike?

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1 MR. ECKHARDT: Well, since my witness can't identify
2 them, actually, I won't attempt to.

3 TRIAL EXAMINER: Are you through with the witness?

4 MR. ECKHARDT: Yes, sir.

5 TRIAL EXAMINER: You may examine, Mr. Greene.

6 MR. ECKHARDT: He asked for the affidavits.

7 TRIAL EXAMINER: Oh, yes, and you are now handing them
8 to him?

9 MR. ECKHARDT: Yes, sir.

10 TRIAL EXAMINER: Let's get off the record while he
11 examines them.

12 (Discussion off the record.)

13 TRIAL EXAMINER: Let's go on the record.

14 Mr. Greene, will you proceed with your cross examination.

15 MR. GREENE: Yes, sir.

16 CROSS EXAMINATION

17 Q. (By Mr. Greene) Mr. McCloud, prior to the strike in
18 May of 1966, did you distribute any union literature or engage
19 in any union activity on company property?

20 A. No, sir, I don't believe I did.

21 Q. When did you first start distributing literature or
22 handing out literature or engaging in this type of union
23 activity on company property?

24 A. This was after the first, well, it was after I had signed
25 a union card.

1 TRIAL EXAMINER: When was that is the question.

2 A. That was after the, well, that was after the first
3 strike in May.

4 Q. (By Mr. Greene) You say you were appointed to the in-
5 plant committee in May of 1966?

6 A. Yes, sir.

7 Q. Was that before the first strike?

8 A. No, sir, that was about the middle of the first strike.

9 Q. About the middle of the first strike?

10 A. Yes, sir.

11 Q. You were appointed to the in-plant committee?

12 A. Yes, sir.

13 Q. Did you participate in this strike of May 1966?

14 A. Yes, sir.

15 Q. Did you walk the picket line?

16 A. Yes, sir.

17 Q. Did supervisors of the company see you on the picket
18 line?

19 A. Yes, sir, they did.

20 Q. Now, as I understand your testimony, that strike was
21 abandoned or called off around May 22nd or May 23rd, is that
22 right?

23 A. Well--

24 MR. ECKHARDT: I didn't hear any testimony to that effect.

25 Q. (By Mr. Greene) All right.

1 When was it abandoned or called off?

2 A. It was postponed around the 23rd of May 1966.

3 Q. When did you go back to work?

4 A. When it was called off, the 23rd of May '66, I believe,
5 somewhere in there.

6 Q. Did you just voluntarily go back on your job or did you
7 receive a letter from the company or how did this come about?

8 MR. ECKHARDT: Object. It goes beyond the scope of
9 direct. It has no relevance. If Counsel will state the
10 relevance, I might not object.

11 MR. GREENE: It certainly does have relevance.

12 TRIAL EXAMINER: I will overrule the objection. You may
13 proceed.

14 A. Well, I went back voluntarily.

15 Q. (By Mr. Greene) Did anybody try to stop you?

16 A. No, sir.

17 Q. When you went back, you went right back into your
18 regular job and received your normal rate of pay, right?

19 A. Yes, sir.

20 Q. And then after you went back, did you start passing out
21 union literature on company property?

22 A. Yes, sir.

23 Q. What did you pass out?

24 A. I passed out union leaflets. It was on the company
25 property at my lunch hour.

1 Q. In what part of the plant did you pass them out?

2 A. At the cafeteria at the north plant.

3 Q. And the employees would come in and you would pass them
4 out at that point?

5 A. That's right.

6 Q. Did you pass any out outside the cafeteria?

7 A. I passed some out outside the plant.

8 Q. But not in the plant area?

9 A. No, sir.

10 Q. Was this on the plant property or off the plant property?

11 A. It was off the plant property.

12 Q. On plant property, you only passed it out in the
13 cafeteria, is that correct?

14 A. That's right.

15 TRIAL EXAMINER: Do you know how far the plant property
16 extends beyond the premises of the plant, do you?

17 THE WITNESS: You mean out to the road?

18 TRIAL EXAMINER: Yes, do you know?

19 THE WITNESS: Yes, sir.

20 TRIAL EXAMINER: Where?

21 THE WITNESS: Well, there's about--they put a gate up,
22 I mean, a fence up where their property, where the company
23 property runs and the state property, they put a fence between
24 that.

25 TRIAL EXAMINER: Well, outside the plant entrance itself--

1 THE WITNESS: Is state property, yes, sir.

2 TRIAL EXAMINER: --that's the gate?

3 THE WITNESS: Yes, sir.

4 TRIAL EXAMINER: Before you reach the gate, is there a
5 parking space?

6 THE WITNESS: No, sir, there's a parking space inside
7 the gate.

8 TRIAL EXAMINER: Inside the gate?

9 THE WITNESS: Yes, sir.

10 TRIAL EXAMINER: Coming out of the plant, you have to
11 walk to your car and it's also inside the gate?

12 THE WITNESS: Yes, sir.

13 TRIAL EXAMINER: Well, in that area, did you pass out
14 any leaflets?

15 THE WITNESS: No, sir, I didn't; it was on the outside
16 of that area.

17 TRIAL EXAMINER: Pardon.

18 THE WITNESS: It was on the outside of that area.

19 TRIAL EXAMINER: Outside the gate?

20 THE WITNESS: Yes, sir.

21 Q. (By Mr. Greene) Now, other than passing them out on
22 the outside of the gate, you didn't pass them out in the plant
23 or in the plant area other than in the cafeteria, is that
24 correct?

25 A. Yes, sir, the best I remember.

1 Q. At any time did you pass out any of this literature when
2 you were supposed to be working?

3 A. No, sir.

4 Q. You did all of this on your own time?

5 A. Yes, sir.

6 Q. Either at your break times or your lunch time?

7 A. Yes, sir.

8 Q. All right.

9 Now, prior to the strike in May, did you talk to
10 employees about the union on company time and property?

11 A. I did on company property, but not company time.

12 Q. You didn't at all on company time?

13 A. No, sir.

14 Q. Where would you talk to them about it?

15 A. In the cafeteria on my break times.

16 Q. While you were working or while other employees were
17 working, you didn't engage anybody in any conversations about
18 the union?

19 A. No, sir.

20 Q. After the strike in May of 1966, did you ever do that?

21 A. No, sir.

22 Q. Did you engage anybody in discussions about the union
23 after the strike in May of 1966, in the cafeteria on your
24 break time or on your lunch time?

25 A. Yes, sir, I did on my lunch time, several times.

1 Q. But not on your time or not on the time of other
2 employees?

3 A. Yes, sir, it was my lunch hour.

4 Q. Right, but the people that you were talking to, were they
5 on their lunch hour, too? They weren't supposed to be working?

6 A. No, sir, they weren't supposed to be working.

7 TRIAL EXAMINER: I suppose all of this examination is
8 just for the purpose of testing his credibility?

9 MR. GREENE: Right.

10 MR. ECKHARDT: I don't know that. I would think that
11 he is building up his defense.

12 TRIAL EXAMINER: Well, we have a stipulation as to the
13 defense now.

14 O. K., you may proceed.

15 Q. (By Mr. Greene) Now, the incidents that you have
16 testified to about concerning the loud speaker with Mr. L. E.
17 Crow, did this occur on the night of August 17th and the
18 morning of August 18th?

19 A. Yes, sir.

20 Q. Now, you say that you were in a car with a loud speaker
21 on top parked out near the picket area?

22 MR. ECKHARDT: I understand that Mr. Dewberry, who is
23 one of my witnesses, has just walked into the room. He should
24 be excluded.

25 TRIAL EXAMINER: Well, you take care of it.

1 Off the record.

2 (Discussion off the record.)

3 TRIAL EXAMINER: On the record.

4 You may proceed, Mr. Greene.

5 Q. (By Mr. Greene) Now, on the night of August 17, 1966,
6 I believe you testified that you were in a car with a loud
7 speaker on it parked out near the picket area off of plant
8 property, is that correct?

9 A. Yes, sir.

10 Q. Now, what time did you get there that night on August 17th?

11 A. I have no idea. I don't remember that

12 Q. Do you know when Mr. Crow came out in his car? Do you
13 remember that?

14 A. Yes, sir.

15 Q. About how long had you been there before that occurred?

16 A. I had been there about an hour, I guess, the best I
17 remember.

18 Q. When you got there, where did you go? Where did you park
19 your car?

20 A. On state property next to the--between the state
21 property and between the fence at the picket line.

22 Q. Was this near Highway 69?

23 A. Yes, sir.

24 MR. ECKHARDT: Excuse me. Mr. Examiner, when he says
25 "state property," could we get him to say what he means?

1 Whether he means the highway or the shoulder of the road?

2 TRIAL EXAMINER: Well, I don't think it matters. The
3 point is it is away from the company. If you want it better,
4 you can fix it better when you get the witness.

5 Q. (By Mr. Greene) How many pickets were walking the
6 pickets when you were there?

7 A. There were two of them.

8 Q. Do you know their names?

9 A. Yes, sir.

10 Q. Who were they?

11 A. C. V. Session and the other one was Joe Jones.

12 Q. Was there anybody else present?

13 A. Yes, sir.

14 Q. Who?

15 A. Andrew J. Cole.

16 Q. Andrew Cole?

17 A. Cole, C-o-l-e.

18 Q. Who is he?

19 A. He is an employee at Western Foundry.

20 Q. Where was Mr. Cole?

21 A. He was sitting beside my car on his motor cycle.

22 Q. What kind--

23 MR. ECKHARDT: Excuse me. I think this is very crucial
24 here. I would like for him to define the time.

25 MR. GREENE: Well, wait just a minute. Let me examine

1 him and then you go back and straighten it out if you want to.
2 Quit interrupting me on this thing.

3 MR. ECKHARDT: You mean I don't have a right to object?

4 MR. GREENE: Well, if you make an objection--

5 TRIAL EXAMINER: You have a right to object--

6 MR. ECKHARDT: Mr. Examiner, may I finish the objection?

7 MR. GREENE: You didn't make one.

8 MR. ECKHARDT: I am trying to.

9 MR. GREENE: You just started talking.

10 TRIAL EXAMINER: Let's see. What is your objection?

11 MR. ECKHARDT: My objection is first, he asked the
12 witness, "When did you arrive at the picket line?" and he
13 starts asking who was there and now he apparently has jumped
14 from the time that he arrived until the time of the incident
15 of the cursing.

16 TRIAL EXAMINER: When you have the witness, you can
17 straighten those things out.

18 MR. ECKHARDT: If the witness doesn't understand--

19 TRIAL EXAMINER: Well, let the witness--

20 MR. GREENE: He didn't say that he didn't understand.

21 MR. ECKHARDT: Would you not address your remarks to
22 me, sir?

23 MR. GREENE: I will address them to you whenever I get
24 ready.

25 TRIAL EXAMINER: Now, listen, let's stop this. Let's

1 conduct this in an orderly fashion. I will make the rulings
2 and you needn't argue back and forth because I will make them
3 and I will hear you if you have objections and I will rule
4 quickly on them as I have been doing.

5 You may proceed. I overrule the objection.

6 MR. GREENE: I am getting a little bit tired of him just
7 breaking in. If he wants to object, that's fine. He knows
8 the rules of the Courtroom as well as I do.

9 MR. ECKHARDT: No comment.

10 TRIAL EXAMINER: Let's proceed, Mr. Greene.

11 Q. (By Mr. Greene) Mr. McCloud, where was Mr. Cole?

12 A. He was sitting on his motor cycle besides my car.

13 Q. Parked right beside it?

14 A. Parked right beside of me on the state property.

15 Q. How far from your car?

16 A. About two foot from my car.

17 Q. Was he there when you got there?

18 A. No, sir, he pulled up about fifteen minutes after I got
19 there.

20 Q. You arrived about an hour before Mr. Crow came out and
21 Mr. Cole came up about fifteen minutes after you got there?

22 A. That's right.

23 Q. Where was he with reference to you?

24 A. He was sitting on the opposite side of the car from
25 where I was sitting. I was sitting under the wheel and he was

1 sitting on the opposite side.

2 Q. On the passenger's side?

3 A. That's right, on the outside.

4 Q. Was anybody with Mr. Cole?

5 A. No, sir.

6 Q. All right.

7 Now, how long did he stay there?

8 A. He stayed there about thirty or forty minutes.

9 Q. Did he leave before Mr. Crow came out?

10 A. No, sir, he did not.

11 Q. Was he there when you pulled off and started following
12 Mr. Crow?

13 A. Yes, sir.

14 Q. Was he there during the time that you and Mr. Crow had
15 the verbal exchange when Mr. Crow was coming out?

16 A. Yes, sir.

17 Q. Who else was present?

18 A. There was C. S. Williams. He was sitting in the car
19 with me.

20 Q. Was there a guard present?

21 A. Yes, sir, I suppose there was. Usually a guard stayed
22 around the gate.

23 Q. How far were you from the gate?

24 A. I would say maybe forty, fifty foot, maybe sixty.

25 Q. Could you see the guard on the gate?

1 A. I don't remember whether I saw him that night or not.

2 Q. Do you know Witt Riley?

3 A. I seen him one time before.

4 Q. Was he there that night?

5 A. I don't know.

6 Q. He could have been?

7 A. He could have been.

8 Q. Was anybody else there that night that you know of?

9 A. No, not that I know of.

10 Q. All right.

11 Now, when you left and started following Mr. Crow, did
12 you go by where the guard would normally be?

13 A. No.

14 Q. You went in the other direction?

15 A. Well, I was sitting like this (indicating) and the
16 guard was sitting way down here (indicating) and Crow came out
17 this way (indicating) and went around. So I went around the
18 same way he did.

19 Q. Did you see a guard there?

20 A. No, I didn't.

21 Q. Do you know Richard Boyd?

22 A. No, I sure don't.

23 Q. Now, when Mr. Crow first came out, did you notice
24 somebody in the car with him, a passenger?

25 A. I noticed a passenger. I didn't know who he was.

1 Q. Now, while you were out there on the loud speaker that
2 night, and I believe you testified that you were talking to
3 non-striking employees trying to persuade them to join your
4 strike?

5 A. That's right.

6 Q. Did you ever refer to any of these non-striking employees
7 that night as do-right-boys or do-good-boys?

8 A. I did not.

9 Q. Did you ever at any time refer to any non-striking
10 employees like that over your loud speaker?

11 A. No.

12 MR. ECKHARDT: Mr. Examiner, I have the affidavit of
13 company witnesses--this is an objection--who have claimed that
14 this witness did say something about do-right-boys, so it's
15 obvious that this Counsel is not cross examining for the
16 purposes of impeachment, he is cross examining for some other
17 purpose and I object.

18 TRIAL EXAMINER: Overruled.

19 Q. (By Mr. Greene) Did you at any time during the August
20 strike use the phrase "do-good-boys" or "do-right-boys" over
21 the loud speaker?

22 A. I did not.

23 Q. What did you say to Mr. Crow when he came out?

24 A. I said, "Here comes two--this looks like two good men."
25 I said, "How about coming out and joining the strike? We are

1 doing this for you as much as we are doing it for ourselves."

2 Q. What did Mr. Crow say?

3 A. He didn't say nothing. He starting shaking his head.

4 Q. What? "No," or what?

5 A. Indicating "No."

6 Q. All right.

7 Then what?

8 A. Well, then, he pulled across the road and started toward
9 Tyler and I says, "Well, how does it feel to scab on a fellow
10 employee?"

11 Q. Did you say this over the loud speaker?

12 A. I did.

13 Q. And then what happened?

14 A. Well, he stuck his head out the window and also stuck
15 his finger out the window and said, "You got to hell you stupid
16 son-of-a-bitches," and he put it way out the window.

17 Q. Isn't it a fact that all Mr. Crow said was, "You got to
18 hell"?

19 A. No, it ain't.

20 Q. All right.

21 Then what did you do?

22 A. I started my car up and about two or three minutes I
23 started my car up and went after him.

24 Q. Where was Mr. Cole at this time?

25 A. He was still sitting there beside my car.

1 Q. Was he there when you left?

2 A. He was, yes.

3 Q. Did you follow Mr. Crow?

4 A. Yes, sir.

5 Q. During the time that you pulled out and started following,
6 were you talking over the loud speaker?

7 A. No, sir.

8 Q. Were you cussing him?

9 A. No, sir.

10 Q. You weren't saying anything?

11 A. Not to him, I wasn't.

12 Q. Who were you talking to?

13 A. I was probably talking to the guy that I was sitting with.

14 Q. What were you saying?

15 A. I don't know.

16 Q. But you weren't talking over the loud speaker?

17 A. No, I had put the microphone down in the floor and it
18 stayed there--it was there when we went to the union hall.

19 Q. Was it on?

20 A. It might have been. I know--I don't believe I would
21 have remembered to cut it off at that time.

22 Q. Then what you were saying then in the car, could it have
23 gone out over the loud speaker?

24 A. It is possible.

25 Q. But you don't remember what you were saying during the

1 time that you were following him?

2 A. No, I don't.

3 Q. Were you mad?

4 A. Well, I was pretty mad, but not really boiling hot.

5 Q. You were mad though?

6 A. I was mad.

7 Q. Why were you following him?

8 MR. ECKHARDT: Objection unless he stated he was following
9 him. It's subjective--

10 TRIAL EXAMINER: Overruled.

11 Q. (By Mr. Greene) Why were you following him?

12 A. Well, for one reason, I was mad.

13 Q. What was your point in following him?

14 MR. ECKHARDT: Objection. Same grounds, it's subjective.

15 TRIAL EXAMINER: Overruled.

16 A. Well, I thought maybe he wanted to tear me up or some-
17 thing.

18 Q. (By Mr. Greene) Did you want to tear him up?

19 A. I did not.

20 MR. ECKHARDT: Objection.

21 TRIAL EXAMINER: Overruled.

22 MR. ECKHARDT: And move that the answer be stricken.

23 TRIAL EXAMINER: Denied.

24 Q. (By Mr. Greene) Mr. McCloud, you obviously had some
25 reason--

1 MR. ECKHARDT: Objection to arguing with the witness.

2 Q. (By Mr. Greene) --for following Mr. Crow and I would
3 like for you to tell us what it was.

4 TRIAL EXAMINER: I am going to permit it.

5 A. I wanted to call him the same thing that he called me.

6 Q. (By Mr. Greene) Did you call him that?

7 A. Yes, sir, I did.

8 Q. Did you call him that over the loud speaker?

9 A. No, I didn't.

10 Q. And during the time that you were following him, you
11 were talking to the man in the front seat of the car and you
12 say you don't remember what you were saying?

13 MR. ECKHARDT: Objection. It's repetitious.

14 Q. (By Mr. Greene) Were you cursing?

15 TRIAL EXAMINER: Overruled. Let's stop that.

16 A. No, I didn't.

17 Q. (By Mr. Greene) You say you don't remember what you
18 were saying but you know that you weren't cursing?

19 A. Well, I didn't make it a habit to cuss.

20 Q. You know that you didn't during this time?

21 MR. ECKHARDT: Object to arguing with the witness.

22 TRIAL EXAMINER: Just a minute. This is cross examination
23 and I think your repeated objections--I am permitting this
24 line of questioning and I will permit repetitious questions for
25 the purpose of testing his credibility and you ought to know

1 that this is proper examination.

2 So continue, Mr. Greene.

3 MR. GREENE: What was the last question?

4 (The pending question was read back by the Reporter.)

5 Q. (By Mr. Greene) You know that you didn't curse during
6 this time?

7 A. I know that I didn't.

8 Q. When did you start cursing?

9 A. I don't curse.

10 Q. You said--

11 A. I said the same thing to him that he said to me.

12 Q. All right.

13 When did you say that?

14 A. When I pulled up beside him.

15 Q. All right.

16 Now, how far did you follow him?

17 A. I followed him from--I caught up with him about a mile
18 and a half from the plant. I followed him past the union hall
19 which that would be about another mile.

20 Q. What did you do when you caught up with him?

21 A. I pulled up beside him.

22 Q. Were both cars still moving?

23 A. They were.

24 Q. Who stopped first?

25 A. Nobody.

1 Q. Your cars never did stop?

2 A. They never did stop.

3 Q. You kept right on moving?

4 A. That's right.

5 Q. What did you say to him?

6 A. I told him, I said, "You bald-headed son-of-a-bitch, you
7 pull that car over and we will see who the son-of-a-bitch is."

8 Q. What did he say?

9 A. He said, "Follow me to town," or something.

10 Q. Then what happened?

11 A. So I pulled on around him.

12 Q. But you never did try to pull him off the road?

13 A. I never did try to pull him off the road.

14 Q. And he never pulled off the road?

15 A. He never pulled off the road.

16 Q. Neither car, as far as you saw and observed, ever came
17 to a complete stop?

18 A. Neither car stopped.

19 Q. How fast were you going during the time that you all
20 were talking?

21 A. About twenty or twenty-five miles an hour.

22 Q. Then after he said, "Follow me to town," or whatever
23 he said, did you pull on around him?

24 A. I did.

25 Q. Then what did you do?

1 TRIAL EXAMINER: What do you mean pull around him?

2 In front of him or in back of him?

3 THE WITNESS: Well, the reason I pulled around--

4 TRIAL EXAMINER: In front of him or in back of him?

5 THE WITNESS: No, sir, just like passing another car.

6 Q. (By Mr. Greene) In front of him?

7 A. Uh-huh.

8 Q. All right.

9 A. Well, I passed him because there was some more cars
10 behind me and I saw a bunch of car lights so I just went on
11 around him.

12 TRIAL EXAMINER: Oh, you passed him?

13 THE WITNESS: I passed him just like passing an
14 ordinary car.

15 TRIAL EXAMINER: Oh, you just passed him. You didn't
16 pull around him?

17 THE WITNESS: No, I passed him.

18 TRIAL EXAMINER: O. K.

19 A. (Continuing) And I went on up the road and he followed
20 along behind me and then--

21 Q. (By Mr. Greene) For how long?

22 A. For maybe a half a miles.

23 Q. Then did you turn off or did he turn off?

24 A. No, he went around me.

25 TRIAL EXAMINER: He passed you?

1 THE WITNESS: He passed me again.

2 Q. (By Mr. Greene) Did he say anything to you when he
3 passed?

4 A. No.

5 TRIAL EXAMINER: Then what happened?

6 THE WITNESS: Well, I followed him on to where I could
7 find a place to turn around and come back to the union hall
8 and I did turn around and went back to the union hall.

9 TRIAL EXAMINER: How far in back of him were you at that
10 time?

11 THE WITNESS: I imagine about sixty or seventy foot,
12 or more, maybe.

13 TRIAL EXAMINER: You weren't trying to catch up with
14 him at that time?

15 THE WITNESS: No.

16 Q. (By Mr. Greene) Was that the end of the conversation
17 between you and Mr. Crow?

18 A. Yes, sir, it was.

19 Q. Now, when did you first find out that you were dis-
20 charged?

21 A. It was on Friday, the 19th of September '66.

22 MR. ECKHARDT: Excuse me. The witness said "September."

23 TRIAL EXAMINER: You mean August?

24 THE WITNESS: I mean August.

25 Q. (By Mr. Greene) You mean the 19th of August?

1 A. Yes, sir.

2 Q. How did you find that out?

3 A. I went to the payroll office after my check.

4 Q. Then what happened?

5 A. Well, the man in the payroll office told me--asked me
6 had I brought my termination with me.

7 Q. What did you say?

8 A. I asked him, "What termination notice?"

9 Q. Then what?

10 A. Well, he said that he couldn't give me my check until he
11 had the termination notice.

12 Q. Go ahead and just tell me what happened there.

13 A. Well, he said he couldn't give me my check until he had
14 the termination notice so he said, "I will call Dave McKie and
15 see what he wants to do about it." So he picked up the phone
16 and called somebody and he told me that Mr. McKie said that I
17 had been terminated Thursday and he said, "Mr. McKie wants to
18 see you Saturday, the first thing Saturday." So he told me
19 to go back and get all of my equipment that I had and bring it
20 back down and turn it in and he would give me my check.

21 Q. Did anybody ever tell you why you were terminated?

22 A. Yes, sir, they did.

23 Q. What did they say?

24 A. Mr. McKie told me the day I went back to see him, which
25 was Monday, the 22nd of August '66. I believe it was the 22nd.

1 TRIAL EXAMINER: What did he say to you?

2 THE WITNESS: He told me that I had been terminated
3 because of using abusive language toward a fellow employee.

4 Q. (By Mr. Greene) Did he say that you had also engaged
5 in misconduct?

6 A. No, sir, I don't believe he did.

7 Q. Just using abusive language towards a fellow employee?

8 A. (Nods head, "Yes.")

9 Q. Now, Mr. McCloud, on August 18th, did you reside at
10 207 1/2 North Center Street?

11 A. That last strike?

12 Q. On August 18th, that was the date you were discharged?

13 A. No, I didn't. I lived at 201 West Bow.

14 Q. When did you move from 207 1/2 North Center?

15 A. That was about two weeks before we went on strike.

16 TRIAL EXAMINER: You moved from there?

17 THE WITNESS: Yes, sir, to West Bow.

18 Q. (By Mr. Greene) Now, let me ask you, during the time
19 that you were following Mr. Crow, was that loud speaker turned
20 on?

21 A. It could have been.

22 Q. You don't remember?

23 A. I don't remember.

24 MR. ECKHARDT: Now, Mr. Examiner, this is repetitious.

25 This is the fourth time--

1 TRIAL EXAMINER: I agree, but I am going to permit it.

2 Q. (By Mr. Greene) Did you give a statement to an agent of
3 the National Labor Relations Board on September 20, 1966?

4 A. I believe I did.

5 Q. All right.

6 I will ask you to read this second page to refresh your
7 recollection.

8 MR. ECKHARDT: May I see it after the witness has read
9 it?

10 MR. GREENE: Sure.

11 Q. (By Mr. Greene) Now, when you gave this statement to the
12 Board agent on September 20th, did you tell him definitely that
13 the set was turned on?

14 A. I did not.

15 Q. That's what this statement reflects?

16 A. I said that it could have been turned on, the same as
17 I have told you.

18 Q. I hand you this statement and ask you if that is what
19 the statement says?

20 A. It's not what the statement says--

21 MR. ECKHARDT: Mr. Examiner, I have read the statement
22 and the witness has testified correctly. I don't think he
23 should be pursued any further on that point.

24 TRIAL EXAMINER: I am going to say this to you. Your
25 constant interruptions are unnecessary. This is proper cross
examination and what you are doing is putting the witness in a

1 bad light as far as I am concerned because it seems to me that
2 you are trying to help him.

3 MR. ECKHARDT: I didn't intend it that way.

4 TRIAL EXAMINER: That's what you are doing and you will
5 have to just restrain yourself a bit.

6 Q. (By Mr. Greene) Is that what the statement says?

7 A. That's what the statement says.

8 Q. But that's not what you told the Board agent?

9 A. I don't remember if I told him that or not. I don't
10 think I would have.

11 TRIAL EXAMINER: Let me see the statement.

12 Q. (By Mr. Greene) You signed the statement, didn't you?

13 A. I did, but it would be hard to remember whether it was
14 turned on or not.

15 MR. GREENE: I would like to have this marked for
16 identification as Respondent's 7 and make it a part of the
17 record.

18 (The document above-referred to
19 was marked as Respondent's
Exhibit No. 7 for identification.)

20 TRIAL EXAMINER: Any objection?

21 MR. ECKHARDT: I would have no objection if the state-
22 ment contradicted the witness, but since the statement
23 corroborates the witness, I see no need.

24 TRIAL EXAMINER: Well, isn't that for me to determine?

25 MR. GREENE: That would be to your advantage, it looks

1 I might have to have him explain some of these letters.

2 MR. GREENE: The letters will speak for themselves.

3 MR. ECKHARDT: Also, with respect to refusing to bargain
4 with this union. He may be called as a 43(b) witness by me.

5 TRIAL EXAMINER: Do you have any intention of calling
6 him?

7 MR. ECKHARDT: At the present time, I do.

8 MR. HARVEY: Mr. Warner has handled all of those matters.
9 I haven't had anything to do with them.

10 MR. GREENE: Let me say this--

11 TRIAL EXAMINER: Off the record.

12 (Discussion off the record.)

13 TRIAL EXAMINER: Let's get on the record.

14 I will overrule your objection. Mr. Harvey has not
15 been subpoenaed and the remote chance that you may call him as
16 a witness is insufficient to bar him from the Courtroom inasmuch
17 as you permitted him to be here yesterday.

18 MR. ECKHARDT: Well, Mr. Examiner, I do intend to call
19 Mr. Harvey as a witness.

20 TRIAL EXAMINER: Well, you haven't subpoenaed him and
21 he is leaving the city today, so I don't see how--I am over-
22 ruling you. I am going to let him stay. You let him stay
23 yesterday.

24 Q. (By Mr. Greene) Mr. McCloud, now, you say when you
25 started following Mr. Crow that one of the reasons that you

1 were following him was because you were mad?

2 A. That's right.

3 Q. Now, did you also intend to try to pull him off the
4 road?

5 A. No, sir.

6 Q. You didn't?

7 A. No, sir.

8 MR. ECKHARDT: Mr. Examiner, I object to what the
9 witness intended if he didn't carry out his intent.

10 TRIAL EXAMINER: Overruled. He said that he didn't
11 intend it so he is giving you a favorable answer and you object
12 after he gives you a favorable answer.

13 Q. (By Mr. Greene) You say that you did not want to pull
14 him over and you did not intend for him to stop?

15 A. I had no reason to pull him over or try to pull him
16 over.

17 Q. So you didn't want to, did you?

18 A. No, I just wanted to tell him the same thing that he
19 told me.

20 Q. All right.

21 What did you tell him?

22 MR. ECKHARDT: Objection.

23 TRIAL EXAMINER: Overruled.

24 A. I said, "You bald-headed son-of-a-bitch, you pull over
25 and we will see who the son-of-a-bitch is, who the dirty

1 TRIAL EXAMINER: The lines referred to occur on Page 5
2 of an affidavit given by Mr. McCloud on the 12th day of
3 September 1966. It reads:

4 "We were both going about twenty-five or thirty miles
5 an hour. I yelled to him, 'If you pull over, we will see who
6 is the stupid S.O.B.'"

7 MR. GREENE: That's all.

8 Q. (By Mr. Greene) Did you make that statement to the
9 Board?

10 A. Yes, sir, I believe I did.

11 MR. GREENE: I think that's all.

12 TRIAL EXAMINER: Anything on redirect?

13 MR. ECKHARDT: No.

14 TRIAL EXAMINER: You are excused, Mr. McCloud. Thank
15 you.

16 (Witness excused.)

17 MR. ECKHARDT: I call Mr. Harvey under Rule 43(b).

18 TRIAL EXAMINER: O. K., Mr. Harvey, would you take the
19 stand, please.

20 You qualify him under 43(b) if you want to examine him
21 under 43(b).

22 M. J. HARVEY

23 was called as a witness by and on behalf of the General Counsel
24 and, having been first duly sworn, was examined and testified
25 as follows:

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1 TRIAL EXAMINER: Would you state your full name and
2 address?

3 THE WITNESS: M. J. Harvey, 2030 South Chilton, Tyler,
4 Texas.

5 DIRECT EXAMINATION

6 Q. (By Mr. Eckhardt) You are Chairman of the Board of
7 Tyler Pipe and Foundry, is that correct, Mr. Harvey?

8 A. Yes, sir.

9 Q. You were--you held that position as of about June 6,
10 1966?

11 A. Approximately, I don't know the exact date.

12 MR. ECKHARDT: Would the Reporter please mark this for
13 identification.

14 MR. GREENE: Mr. Examiner, if the Counsel for General
15 Counsel will show us what he wants to introduce, we can
16 probably stipulate it without Mr. Harvey having to take the
17 stand.

18 TRIAL EXAMINER: He will show it to you before he shows
19 it to the witness.

20 MR. ECKHARDT: That's not the purpose of the examination.

21 TRIAL EXAMINER: Well, you show him the document before
22 you show it to the witness.

23 MR. ECKHARDT: Yes.

24 Would the Reporter mark this for identification as

25 GC 11.

(The document above-referred to was marked as General Counsel's Exhibit No. 11 for identification.)

1
2
3 Q. (By Mr. Eckhardt) Mr. Harvey, I hand you GC 11 for
4 identification, and would you read that, please, sir, especially
5 the first page. It appears to be a letter from Mr. Warner,
6 the president of the corporation. Would you read beginning
7 with the third paragraph to yourself through the sentence which
8 starts; "These increases are to be effective..." After you
9 are finished reading it, would you let me know, please.

10 Have you finished?

11 A. That's right.

12 Q. Now, this letter was shown to you before it was
13 distributed to the employees, is that correct?

14 A. I think so, at least I agreed to the letter and to its
15 contents.

16 Q. And the employees had not received a wage increase
17 prior to the one that they were given on June 12, 1966, do
18 you know whether the employees had received any wage increases
19 between February 23, 1966 and June 12, 1966?

20 MR. GREENE: Objection.

21 MR. ECKHARDT: That pertains to an allegation in the
22 Complaint.

23 TRIAL EXAMINER: What is your objection?

24 MR. GREENE: I don't think it's material or relevant.

25 TRIAL EXAMINER: Overruled.

1 Q. (By Mr. Eckhardt) Is that a fact, Mr. Harvey, that
2 employees had not been given any wage increases between
3 February 23, 1966--

4 A. I do--

5 Q. Well, let me finish the question.

6 A. All right.

7 Q. --and June 12, 1966?

8 A. I don't carry in my mind the dates that they are put
9 into effect. The records speak for themselves when they were
10 given raises.

11 Q. Well, do you know of any wage increases across the
12 board or any other kind that were given between February 23, '66,
13 and June 12, 1966?

14 A. I don't carry any dates in my mind about when wages
15 are given.

16 Q. You just don't know?

17 A. I can find out. I have records.

18 Q. Do you have those with you?

19 A. Certainly not. They are in the office, of course.

20 Q. Do you know what this reference to "since the petition
21 for an election was originally filed by the union, all matters
22 with respect to wages, hours, and working conditions have been
23 frozen," do you know whose words those were? Was that Mr.--

24 MR. GREENE: Object.

25 Q. (By Mr. Eckhardt) Whose idea was it to write those

1 words?

2 MR. GREENE: Object.

3 Q. (By Mr. Eckhardt) Was it yours or Mr. Warner's?

4 MR. GREENE: Object.

5 TRIAL EXAMINER: Sustained. He's testified that he
6 approved the contents of that letter.

7 Q. (By Mr. Eckhardt) You just don't know whether any
8 wage increases were granted without looking at your records
9 between February 23, 1966, and June 12, 1966, to any employees
10 out at Tyler Pipe and Foundry?

11 TRIAL EXAMINER: When was the petition filed?

12 MR. ECKHARDT: The petition was filed on June 15, 1965.

13 TRIAL EXAMINER: A petition for election?

14 MR. ECKHARDT: Yes.

15 A. Why wouldn't this information that you want, let us know
16 that you want it so we could have it. I could answer your
17 questions if we had some information ahead of time.

18 MR. ECKHARDT: No further questions--excuse me, I am
19 sorry. I have another question.

20 Q. (By Mr. Eckhardt) Do you know whether or not wages,
21 hours, and working conditions were frozen between the time the
22 union filed the petition on June 15, 1965, and the date of
23 this letter?

24 A. If that--

25 MR. GREENE: Object.

1 Q. (By Mr. Eckhardt) Do you know whether or not wages,
2 hours, and working conditions were frozen by the company
3 between the time the union filed the petition on June 15, 1965,
4 and June 6, 1966?

5 MR. GREENE: Object.

6 TRIAL EXAMINER: Overruled.

7 You may answer, if you know.

8 MR. GREENE: Do you know, Mr. Harvey?

9 A. The letter speaks for itself. Any statements in that
10 letter speaks for itself.

11 Q. (By Mr. Eckhardt) Are true?

12 A. As far as we understand it.

13 Q. As far as you understand it?

14 A. As far as Mr. Warner or I, either one, understood our
15 conditions under which we operate.

16 MR. ECKHARDT: Thank you. No further questions.

17 THE WITNESS: Whether it is ruling by law or by our
18 interpretation. As far as we knew that's the way it should
19 have been done.

20 MR. GREENE: Thank you, Mr. Harvey.

21 TRIAL EXAMINER: You are excused.

22 (Witness excused.)

23 MR. GREENE: May Mr. Harvey stay in now?

24 TRIAL EXAMINER: Yes, once the witness is through he
25 may stay--

1 MR. ECKHARDT: There are some letters that Mr. Harvey
2 signed that I will offer in evidence.

3 TRIAL EXAMINER: Let's take a short recess.

4 (A short recess was taken.)

5 TRIAL EXAMINER: On the record.

6 Call your next witness, Mr. Eckhardt.

7 MR. ECKHARDT: All right.

8 At this time I call Mrs. Emma Dixon.

9 EMMA JEAN DIXON

10 was called as a witness by and on behalf of the General Counsel
11 and, having been first duly sworn, was examined and testified
12 as follows:

13 TRIAL EXAMINER: State your full name and address, please.

14 THE WITNESS: Emma Jean Dixon, Route 8, Box 40-B, Tyler,
15 Texas.

16 TRIAL EXAMINER: Would you speak up so Counsel can hear
17 you.

18 DIRECT EXAMINATION

19 Q. (By Mr. Eckhardt) Mrs. Dixon, did you ever work for
20 Tyler Pipe and Foundry Company?

21 A. Yes, sir, I did.

22 Q. When were you hired by that company, Mrs. Dixon?

23 A. May of 1966.

24 Q. All right.

25 What job were you hired in as?

1 TRIAL EXAMINER: May of what year?

2 THE WITNESS: 1966.

3 TRIAL EXAMINER: May 1966.

4 A. I was hired in the hub core department as a cut off saw
5 operator.

6 MR. ECKHARDT: May I have the affidavit of the last
7 General Counsel's witness?

8 MR. GREENE: I think we put it back over there.

9 TRIAL EXAMINER: You did not introduce GC 11 marked for
10 identification.

11 MR. ECKHARDT: Pardon me.

12 TRIAL EXAMINER: You did not offer in evidence GC 11.

13 MR. ECKHARDT: I am sorry. I would like to do that at
14 this time.

15 TRIAL EXAMINER: Any objection?

16 MR. GREENE: What is that?

17 TRIAL EXAMINER: That's the letter shown to Mr. Harvey.

18 MR. GREENE: No objection.

19 TRIAL EXAMINER: GC 11 is received in evidence.

20 (The document above-referred to,
21 heretofore marked as General
22 Counsel's Exhibit 11, was
23 received in evidence.)

24 Q. (By Mr. Eckhardt) Who was your boss right over you at
25 the time you were hired, Mrs. Dixon?

A. Billy Palmer and Pete Bowins.

1 TRIAL EXAMINER: Do you know how to spell the last name,
2 Pete Bowins?

3 THE WITNESS: (No response.)

4 TRIAL EXAMINER: Could somebody help us?

5 MR. GREENE: B-o-w-i-n-s.

6 Q. (By Mr. Eckhardt) Were both of these people right over
7 you or one right over you and the other above him?

8 A. Well, Billy Palmer was above Pete Bowins.

9 Q. Oh, I see. Who was right over you then?

10 A. Pete Bowins.

11 Q. All right.

12 How long did that continue, that situation continue?

13 A. (No response.)

14 Q. Just like you said, how long did that--

15 A. Well, until I was terminated.

16 Q. Oh, I see. All right.

17 Mrs. Dixon, did you ever participate in any union
18 activities?

19 A. Yes, I did.

20 Q. Would you state what the first activity, union activity
21 was that you participated in?

22 A. I attended some of the union meetings; I signed a union
23 card, and; I wore a union pin.

24 Q. When did you attend the first union meeting, approximately

25 A. Approximately in June of 1966.

1 Q. What part of June?

2 A. About the, approximately, about the last of June.

3 Q. All right.

4 Is that when your union activity began?

5 A. No, my union activities, I signed the card and wore the
6 pin approximately around the first of July 1966, and I wore
7 the pin until I was terminated.

8 Q. When did you start wearing the pin?

9 A. Approximately around the first of July.

10 Q. Of what year?

11 A. 1966.

12 Q. Do you have the pin that you wore with you?

13 A. I have it in my purse.

14 MR. ECKHARDT: Would the Examiner take official notice
15 that the pin that the witness removed is identical to one of
16 the pins that is already in evidence.

17 TRIAL EXAMINER: Will you so stipulate, Mr. Greene?

18 MR. GREENE: Yes, sir.

19 TRIAL EXAMINER: It is so stipulated that the pin is
20 identical to the silver pin hitherto introduced into evidence.

21 Q. (By Mr. Eckhardt) How often did you wear that pin
22 from the time you started wearing it until you were discharged?

23 A. I wore that pin every day.

24 Q. Thank you.

25 Did any supervisor see you wearing that pin?

1 A. Yes, sir, they did.

2 Q. Who were they?

3 A. John McGill, Pete Bowins, Billy Palmer, and R. L.
4 Barrett.

5 TRIAL EXAMINER: John McGill, how do you spell that
6 name, M-a-g-i-l-l?

7 MR. ECKHARDT: Is that correct, Mr. Greene?

8 MR. GREENE: I think it's "Mc."

9 TRIAL EXAMINER: M-c-G-i-l-l.

10 MR. ECKHARDT: May we have a stipulation that John
11 McGill was a supervisor within the meaning of the Act from
12 about July 1, '66, until about August 7, 1966, Mr. Greene?

13 MR. GREENE: Yes, we will stipulate.

14 MR. ECKHARDT: Is the same true of Mr. Pete Bowins?

15 MR. GREENE: Yes, that's right.

16 Q. (By Mr. Eckhardt) You named Billy Palmer?

17 A. Yes, sir.

18 MR. ECKHARDT: The same is true of Billy Palmer and
19 you so stipulate?

20 MR. GREENE: Right.

21 Q. (By Mr. Eckhardt) All right.

22 Mrs. Dixon, you mentioned wearing a union button and
23 attending a union meeting, did you attend more than one union
24 meeting?

25 A. Yes.

1 Q. The first meeting that you said you attended was about
2 when?

3 A. Approximately around the last of June 1966.

4 Q. How many did you attend after that before you were
5 discharged?

6 A. Approximately two or three.

7 Q. All right.

8 Where were those meetings held?

9 A. At the National Guard Armory and the Club Delisa
10 Ballroom.

11 Q. Did you attend the July 23rd meeting at the Club Delisa
12 Ballroom?

13 A. Yes, sir, I attended that meeting, but I was late.

14 Q. All right.

15 You attended the meeting of July 23, 1966?

16 A. Yes.

17 Q. All right, thank you.

18 Mrs. Dixon, were you ever told by any supervisor of the
19 Tyler Pipe and Foundry Company that your hours would be changed?

20 A. Yes, sir, I was.

21 Q. Will you state when that occurred, please, ma'am.

22 A. August 5, 1966. Approximately, about 4:40 a.m., I was
23 working at the Tyler Pipe and Foundry in the hub core department.

24 Frank Love came to me--

25 TRIAL EXAMINER: Frank who?

1 THE WITNESS: Frank Love.

2 Q. (By Mr. Eckhardt) Who was Frank Love?

3 A. Frank Love was also an employee of the hub core
4 department of Tyler Pipe.

5 Q. Did he have any position in the union?

6 A. Yes, he did.

7 Q. What was his position?

8 A. He was accomitteeman.

9 Q. All right.

10 Go ahead.

11 A. Frank Love came to me and told me that Mr. R. L.
12 Barrett wanted to see me and the three other lady employees
13 of the hub core department which was Francis Johnson, Ella May
14 Campbell, and A. M. Gordon, and myself, wanted us to report
15 to the laboratory.

16 MR. ECKHARDT: Excuse me. May we have a stipulation that
17 Mr. R. L. Barrett from August 5, 1965, through August 7, 1966,
18 was a supervisor within the meaning of the Act?

19 MR. GREENE: Yes, sir.

20 MR. ECKHARDT: Thank you.

21 Q. (By Mr. Eckhardt) Go ahead, Mrs. Dixon.

22 A. Me and the ladies that I just named reported to the
23 laboratory. When we got into the laboratory, Mr. Barrett--

24 Q. Are you saying "laboratory"?

25 A. Laboratory.

1 Q. Thank you.

2 A. Mr. Barrett called us one at a time into his office.
3 When Mr. Barrett called me into his office, Mr. Barrett told
4 me that there had been some changes made of the shift change
5 and schedules. Mr. Barrett told me that instead of three
6 eight-hour shifts, there would be two ten-hour shifts and Mr.
7 Barrett told me that the change of schedules would begin
8 August 7th, which was Sunday, of 1966. Mr. Barrett told me
9 that I would be working nine hours a day, four days a week,
10 and one day a week that I would come in and work four hours
11 to complete my forty hours.

12 Mr. Barrett also told me that I would have to report
13 for work Sunday, August 7, 1966, but that I wouldn't have to
14 work every Sunday.

15 TRIAL EXAMINER: What day of the week was that?

16 THE WITNESS: The new schedule was to start August 7,
17 1966.

18 TRIAL EXAMINER: What day of the week was that?

19 THE WITNESS: Sunday.

20 TRIAL EXAMINER: Sunday?

21 THE WITNESS: That's right.

22 TRIAL EXAMINER: At what time?

23 THE WITNESS: I was to start my new schedule at 7:00
24 p.m., August 7, 1966, and I would get off at 4:30 a.m. the
25 next day. Mr. Barrett told me that my job would be the same.

1 Q. (By Mr. Eckhardt) That's all of this conversation?

2 A. As far as I remember.

3 Q. Go ahead, what happened next concerning your case?

4 A. After he excused me, I went back to the hub core
5 department and started working.

6 Q. Incidentally, when did your shift begin on this morning
7 that you are referring to?

8 A. My shift that Friday morning?

9 Q. Yes, when did that shift begin?

10 A. That shift began at 10:00 p.m. that Thursday night of
11 1966.

12 Q. When was your shift over?

13 A. My shift was over at 6:00 a.m., Friday morning, 1966.

14 Q. All right.

15 What happened after your conversation with Mr. Barrett?

16 A. After the employees of the hub core department got off
17 work that Friday morning at 6:00 a.m., 1966, some of the
18 employees immediately had a discussion about how unhappy we
19 were about the shift change and about the pay cut of Howard
20 and Hargest.

21 Q. Do you know their first names?

22 A. Adolphus Howard and J. W. Hargest.

23 Q. That's H-a-r-g-e-s-t, is that correct?

24 A. That's right.

25 Q. I am sorry I interrupted you. Go ahead. What were you

1 now?

2 A. We discussed, the group, part of the employees had
3 gathered together and discussed how unhappy we were about the
4 shift change of schedules and about the cut in pay of J. W.
5 Hargest and Adolphus Howard and as a group, we decided that if
6 some of the high officials wouldn't talk to us as a group,
7 we wouldn't work that Friday night, but would go back to work
8 on Sunday on our new schedule.

9 Q. When did this conversation occur?

10 A. It occurred immediately after we were off work that
11 Friday morning at 6:00 a.m.

12 Q. Did you know at that time that Hargest and Howard, their
13 pay had been cut?

14 A. Did I know?

15 Q. Did you know when this pay cut had happened to Hargest
16 and Howard?

17 A. I only knew it had happened after they had talked to
18 Mr. Barrett.

19 Q. Do you know what day this was?

20 A. He told them August 5th, that morning, 1966.

21 Q. Who told them?

22 A. Mr. Barrett.

23 Q. What happened next, Mrs. Dixon, concerning your case?

24 A. On August 5, 1966, approximately, about 9:45 p.m., we
25 reported back to work.

1 Q. You say, "we" did, would you tell us who reported?

2 A. There were eight reported for work out of thirteen in
3 the hub core department on the third shift at Tyler Pipe and
4 Foundry.

5 Q. Could you name those eight?

6 A. Yes, I can. There was J. W. Hargest, Adolphus Howard,
7 Leon Clay, Frank Love, Ella May Campbell, Francis Johnson,
8 A. M. Gordon, and myself.

9 Q. All right.

10 Go ahead, please.

11 TRIAL EXAMINER: Reported for work when?

12 THE WITNESS: Friday night, August 5, 1966.

13 TRIAL EXAMINER: At what time?

14 THE WITNESS: We were scheduled to work at 10:00, but
15 we got there early.

16 TRIAL EXAMINER: At what time?

17 THE WITNESS: Approximately 9:45.

18 Q. (By Mr. Eckhardt) Go ahead.

19 A. After I punched my time card, I went around by the snack
20 bar and sat on the bench with seven other employees that had
21 gathered to work. There, the group that I just mentioned, was
22 talking about how unhappy we were still about the schedule
23 change and the cut in pay. Then I asked Frank Love were we
24 going to work after we were so short-handed and Love said,
25 "Well, I will talk to Mr. Barrett." After that the group that

1 I just mentioned got up together to go into the plant to
2 start working.

3 The four men; Frank Love, Leon Clay, Adolphus Howard,
4 and J. W. Hargest went inside the hub core department where
5 Ella May Campbell, Francis Johnson, A. M. Gordon, and myself
6 stood right outside the door of the hub core department.

7 Q. Perhaps the Trial Examiner would like for you to speak
8 slightly in his direction. You are speaking--

9 TRIAL EXAMINER: No, that's all right. She's doing fine.

10 Q. (By Mr. Eckhardt) Go ahead. I am sorry that I
11 interrupted you.

12 A. At that time Mr. R. L. Barrett came up and I saw Mr.
13 Barrett and Ella May Campbell talking for about, approximately
14 a minute or a minute and a half. Then Mr. Barrett went inside
15 the hub core department where the men that I have just mentioned
16 were standing. I saw Mr. Barrett and the mens talking.

17 Q. Do you know what men he was talking to?

18 A. He was talking to Frank Love, Leon Clay, J. W. Hargest,
19 and Adolphus Howard.

20 Q. All right.

21 Did you hear what he said?

22 A. No, I didn't hear what they said because there was too
23 much noise out there at Tyler Pipe.

24 After they finished talking, the men that I just
25 mentioned, the four men that I just mentioned, started walking

1 off, started walking out of the hub core department. Mr.

2 Barrett turned to the ladies that was standing in the doorway

3 which was Francis Johnson, A. M. Gordon, Ella May Campbell, and

4 myself. Mr. Barrett had a piece of paper and a pencil and he

5 was writing something.

6 Q. Will you try to take it slower, if you will.

7 A. Then Mr. Barrett asked Francis Johnson if she was going

8 to work tonight and Francis Johnson said, "No, I am not going

9 to work tonight, but I will be back Sunday."

10 Then Mr. Barrett turned to me and asked if I was going

11 to work and I said, "No, I am not going to work tonight," and

12 he said, "I presume you quit?" I said, "No, I am not quitting.

13 I will not work tonight, but I will be back Sunday."

14 Then Mr. Barrett asked Ella May Campbell if she was

15 going to work and Ella May Campbell said, "No, not tonight."

16 He said, "You quit?" Ella May said, "No, I didn't quit. I

17 will be back Sunday to work." Then Ella May and I--Ella May

18 Campbell and I turned to walk off.

19 At that time A. M. Gordon came up to Mr. Barrett. Ella

20 May and I stopped to see what A. M. Gordon had to say. A.M.

21 Gordon told Mr. Barrett, said that the only reason she was

22 walking off was because she didn't have transportation.

23 After that, the four ladies; A. M. Gordon, Ella May

24 Campbell, Francis Johnson, and myself joined the group of

25 mens; Frank Love, Leon Clay, Adolphus Howard, and J. W. Hargest.

1 and we walked out of the plant together.

2 Q. What happened next concerning this case?

3 A. On August 7th, Sunday, 1966, there was a regular union
4 meeting held at the union building on Highway 69, approximately
5 two miles north of Tyler. There was approximately, about
6 twenty or twenty-one Tyler Pipe employees present including most
7 of the ones that walked out Friday night.

8 In that meeting we discussed about how unhappy we were
9 about the shift change and the schedules and the cut in pay of
10 Howard and Hargest. Then the group decided that George Lovin,
11 who is the chairman of the union, would call--

12 Q. Excuse me. Chairman of what?

13 A. Chairman of the in-plant committee.

14 Q. Were there any other committeemen there?

15 A. Yes, sir, there was.

16 Q. Could you name at least a few of those people in the
17 committee?

18 A. Frank Love was there; Leon Clay was there; George Lovin
19 was there, and; Clifton McCloud.

20 Q. Who else?

21 A. Mr. Peterbough. I don't know his first name.

22 Q. Were those people committeemen?

23 A. Yes, sir.

24 Q. That you have just named?

25 A. Yes, sir.

1 Q. Thank you.

2 Go ahead. Do you know where you were?

3 A. Yes, sir.

4 After we had discussed about how unhappy we were about
5 the change in schedules and shifts and about the cut in pay of
6 Hargest and Howard, the group decided that George Lovin, the
7 chairman of the in-plant committee, should call Mr. W. J.
8 Speas.

9 Q. S-p-e-a-s?

10 A. Yes, sir, it is.

11 MR. ECKHARDT: May we have a stipulation that W. J.
12 Speas, as of August 7, 1966, was a supervisor within the
13 meaning of the Act, Mr. Greene?

14 MR. GREENE: Yes, sir.

15 TRIAL EXAMINER: What position did he hold?

16 MR. GREENE: Vice president in charge of operations.

17 Q. (By Mr. Eckhardt) Go ahead. Do you remember where you
18 were?

19 A. Yes.

20 Q. Go ahead.

21 A. I saw George Lovin pick up the telephone and dial, but
22 he didn't get an answer. Then the group decided that we should
23 talk to Mr. Dave McKie. George Lovin was also appointed to
24 make that call.

25 George Lovin called Mr. Dave McKie and I heard George

1 Lovin ask Mr. Dave McKie if he would talk to the in-plant
2 committee as a group. George Lovin then told us that Mr.
3 McKie said, "No, he wouldn't talk to a group because it was
4 against the company's rules." Then I heard George Lovin ask
5 Mr. McKie if he would talk to Leon Clay and Frank Love and
6 himself. George Lovin said that Mr. McKie said, "No, he would
7 talk to them one at a time." As far as he was concerned, the
8 ones that walked out Friday night had resigned.

9 Q. Who said that?

10 A. That was what Mr. George Lovin said Mr. Dave McKie said.
11 Then I heard George Lovin say, "It won't do any good to talk to
12 me alone."

13 At that time we decided that after Mr. Dave McKie wouldn't
14 talk to the group that we should contact, that we should contact
15 Mr. Charlie Boyd who was in San Francisco, California, and I
16 saw George Lovin--George Lovin was appointed to call Mr. Charlie
17 Boyd.

18 George Lovin called Mr. Charlie Boyd, but he didn't get
19 an answer and he left word for Mr. Charlie Boyd to return the
20 call.

21 TRIAL EXAMINER: Who is Charlie Bowen?

22 MR. ECKHARDT: Mr. Charles Boyd, the union representative.

23 TRIAL EXAMINER: Oh, Charles Boyd.

24 A. (Continuing) At that time I left the room. I wasn't in
25 there when the call was returned.

1 Q. (By Mr. Eckhardt) What happened next concerning this
2 case, Mrs. Dixon?

3 A. August 7th of 1966, which was on a Sunday, approximately,
4 about 6:45 p.m., Andrew Smith took Francis Johnson and I to
5 report for work at the Tyler Pipe and Foundry Company. When
6 Francis Johnson and I got out of the car and started to Gate
7 Number Two, our security guard met us and the guard asked me
8 for my badge and I asked him what did he want with my badge and
9 the guard said that he was supposed to take my badge up and
10 I said to the guard, "Well, if I am being fired, I want my
11 check," and the guard said, "You can pick your check up any
12 time after 9:00 in the morning."

13 Then the guard turned to Francis Johnson.

14 Q. He meant which morning?

15 A. Which would have been Monday morning.

16 Then the guard turned to Francis Johnson and asked
17 Francis Johnson for her badge and Francis Johnson asked him
18 why did he want her badge and he said that he had had orders
19 to take up her badge. Then Francis Johnson said, "Well, if I
20 am being fired, I want my check, too." He said, "Well, you
21 can pick up your check after 9:00 Monday morning," and Francis
22 Johnson and I got back into the car with Andrew Smith and just
23 as we were going around to go out of the parking lot at Tyler
24 Pipe and Foundry, Ella May Campbell was parking, had reported
25 for work and was parking. We stopped where she was parking and

1 Andrew said, "Ella May, you might as well come on back with us
2 because they are not going to let you work." And then Andrew
3 said, "Well, I'll tell you, you just leave your badge in your
4 car and maybe they will let you work."

5 Then Francis Johnson, Andrew Smith, and I sit there in
6 the car to see if Ella May Campbell was going to go on down
7 to the plant. We saw Ella May Campbell go down into the plant.

8 Then we drove back around--

9 Q. You mean that Ella May Campbell got in?

10 A. Yes, she did.

11 Q. Got through the gate?

12 A. Yes, sir.

13 Q. All right.

14 Go ahead.

15 A. Then we went back around to the gate where the guard
16 was standing. At that time Pete Bowins was standing there by
17 the guard house and the guard was standing up by the gate.
18 Then Andrew Smith said to the guard, "Tell Pete here's two more
19 of his ladies reporting for work." And the guard said, "Leave
20 the plant and leave immediately and don't come back."

21 With that, we left the plant and reported back to the
22 union hall.

23 Q. Who did the guard say that to?

24 A. To Andrew Smith.

25 Q. Who was Andrew Smith at that time?

1 A. He was an employee at Tyler Pipe and Foundry.

2 Q. What department?

3 A. I really don't know.

4 Q. Have you concluded what was said on the evening of
5 Sunday, August 7th?

6 A. As far as I remember.

7 Q. O. K. Now, were you familiar with all of the--at least
8 by-- Did you know all of the people that worked in the third
9 shift of the hub core department at least by sight?

10 A. Yes, sir, I knew all of them by sight that worked in
11 the hub core department on my shift.

12 Q. Did you see them from day to day?

13 A. Yes, sir.

14 Q. Every day?

15 A. Yes, sir.

16 Q. Who in the hub core department did you work with that
17 wore union buttons?

18 A. Francis Johnson, Ella May Campbell, Frank Love, Leon
19 Clay, J. W. Hargest, Adolphus Howard, and myself.

20 Q. Did anyone else that you worked with wear union buttons
21 in the hub core department other than those you have named?

22 A. No, not that I remember.

23 Q. All right.

24 Do you recall--you have testified that when you reported
25 to work on Friday night that only eight people showed up and you

1 have named them?

2 A. Yes, sir.

3 Q. How many didn't show up out of the third shift?

4 A. Approximately, about five.

5 Q. Now, did those five that didn't show up, did they ever
6 go to any union meetings that you attended?

7 A. No, sir.

8 Q. Out of those five that didn't show up on that Friday
9 night of August 5th, did they ever wear any union buttons that
10 you know about?

11 A. No, sir.

12 MR. ECKHARDT: No further questions of this witness at
13 this time.

14 TRIAL EXAMINER: You may inquire.

15 MR. GREENE: I would like a copy of this witness's
16 statement if she gave one.

17 MR. ECKHARDT: Certainly.

18 TRIAL EXAMINER: Do you want a recess?

19 MR. SEAY: Yes, sir.

20 MR. ECKHARDT: May the record show that I am handing a
21 copy of Mrs. Dixon's statement to Mr. Greene?

22 TRIAL EXAMINER: Let's take a short recess of about two
23 or three minutes.

24 (A short recess was taken.)

25 TRIAL EXAMINER: On the record.

1 they?

2 A. Yes.

3 Q. And you had worked some Fridays before that, hadn't you,
4 on an overtime basis?

5 A. Yes, I had.

6 Q. You refused to do this work, didn't you?

7 MR. ECKHARDT: Objection. That calls for a conclusion.

8 TRIAL EXAMINER: Sustained.

9 Q. (By Mr. Greene) Well, you didn't work that Friday night,
10 did you?

11 A. No, sir.

12 Q. Why didn't you?

13 A. Because we couldn't talk to any of the high officials
14 as a group about the shift change.

15 Q. And that was the only reason that you didn't work?

16 A. And it was too short of a notice because I didn't know
17 that I was supposed to work that Friday night until Mr. Barrett
18 told me that Friday morning at 4:00 a.m. when I went into his
19 office there to talk to him.

20 Q. You didn't know that you were supposed to work until then?

21 A. No, I didn't know I was supposed to work that night until
22 then.

23 Q. Well, is that the reason that you didn't work, because
24 it was too short of a notice?

25 TRIAL EXAMINER: She stated her reasons, two reasons;

1 that and the other reason.

2 Q. (By Mr. Greene) What was the other reason?

3 TRIAL EXAMINER: Because he refused to talk--

4 MR. GREENE: I would like to get the witness to answer
5 that.

6 TRIAL EXAMINER: Well, she said that. Now, you are going
7 over the same ground and this is just merely continually testing
8 the memory of the witness and I am not going to permit that.

9 MR. GREENE: All right.

10 Would you tell me the two reasons that she said that she
11 didn't--that it was too short of a notice and I didn't hear
12 her say the other reason.

13 TRIAL EXAMINER: Because no high official would talk to
14 the people as a group. She said that distinctly. That no high
15 official would talk to the people as a group.

16 Q. (By Mr. Greene) And those were the two reasons that you
17 didn't work on Friday?

18 A. Yes, sir, that was the two reasons I didn't work on
19 Friday.

20 Q. But you did plan to come back and work on Sunday?

21 A. Yes.

22 Q. Did the group that wanted to talk to some high official
23 actually talk to Mr. Barrett about this?

24 A. Yes.

25 Q. Who was the spokesman for the group?

1 A. Frank Love and Leon Clay.

2 Q. Did you hear what they said?

3 A. To Mr. Barrett?

4 Q. Uh-huh.

5 A. No.

6 Q. You weren't in the group?

7 MR. ECKHARDT: Object. The witness just said that she
8 didn't hear.

9 MR. GREENE: Well, I am asking her if she was there in
10 the group.

11 A. I was a distance away from them when they talked to Mr.
12 Barrett and it was so noisy at Tyler Pipe unless you are right
13 under somebody, you can't hear what they are saying.

14 Q. (By Mr. Greene) All right.

15 Then you don't know why Mr. Love or what Mr. Love said
16 as to the reason that you all were walking off the job, do you?

17 A. Yes, I know what we had said when we discussed it
18 together.

19 Q. I understand, but you don't know what Mr. Love told Mr.
20 Barrett?

21 A. I couldn't hear.

22 Q. Because you couldn't hear them, is that correct?

23 A. No, I couldn't hear them.

24 MR. GREENE: That's all.

25 MR. ECKHARDT: May we have the notice that was posted by

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1 the company that the employees would work, that some of the
2 shifts would work Friday night that was posted on about
3 Tuesday? I have subpoenaed that and I need it.

4 MR. GREENE: Well, we don't have it right now.

5 MR. ECKHARDT: Well, will you have it in--can you go out
6 and send for it? It's crucial to this.

7 MR. GREENE: We will try to get it during the noon hour.

8 MR. ECKHARDT: That's awful late. Couldn't you bring
9 it in while I am having the witness here that wants to testify
10 about it?

11 MR. GREENE: No, we can't do it now. We can check on
12 it during the noon hour.

13 REDIRECT EXAMINATION

14 Q. (By Mr. Eckhardt) Mrs. Dixon, do you recall whether there
15 was a notice posted at the plant during the week before that
16 Friday about Friday work?

17 A. I didn't see that notice.

18 MR. ECKHARDT: No further questions.

19 TRIAL EXAMINER: Did Mr. Love tell you what his
20 conversation with Mr. Barrett was about?

21 THE WITNESS: Yes, he said he asked Mr. Barrett if some
22 of the high officials would talk to us as a group concerning
23 the matters that I mentioned in my testimony and said that Mr.
24 Barrett said, "No."

25 TRIAL EXAMINER: O. K.

1 MR. GREENE: Let the record show that I am returning the
2 statement.

3 TRIAL EXAMINER: Thank you, Mrs. Dixon. You are excused.
4 (Witness excused.)

5 MR. ECKHARDT: At this time we call Mrs. Francis
6 Johnson.

7 MR. GREENE: She has been sitting in here while this
8 woman has been testifying.

9 MR. ECKHARDT: She happens to be an 8(3), Mr. Greene.
10 She's a party to this case.

11 MR. GREENE: All right.

12 FRANCIS JOHNSON

13 was called as a witness by and on behalf of the General Counsel
14 and, having been first duly sworn, was examined and testified
15 as follows:

16 TRIAL EXAMINER: State your full name and address.

17 THE WITNESS: Francis Johnson, Route 2, Gilmer, Texas.

18 TRIAL EXAMINER: Would you keep your voice up so we can
19 all hear you.

20 DIRECT EXAMINATION

21 Q. (By Mr. Eckhardt) Mrs. Johnson, did you ever work for
22 Tyler Pipe and Foundry Company?

23 A. Yes.

24 Q. Pardon me.

25 A. Yes.

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1 the company that the employees would work, that some of the
2 shifts would work Friday night that was posted on about
3 Tuesday? I have subpoenaed that and I need it.

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17 THE WITNESS: Francis Johnson, Route 2, Gilmer, Texas.

18 TRIAL EXAMINER: Would you keep your voice up so we can
19 all hear you.

20 DIRECT EXAMINATION

21 Q. (By Mr. Eckhardt) Mrs. Johnson, did you ever work for
22 Tyler Pipe and Foundry Company?

23 A. Yes.

24 Q. Pardon me.

25 A. Yes.

1 Q. When were you hired ; by that company?

2 A. May 1966.

3 Q. All right.

4 What job did you have when you were hired?

5 A. I was pouring sand for a hub core machine.

6 Q. Pardon me.

7 A. Pouring sand for a hub core machine.

8 Q. Who was the boss right over you at that time?

9 A. R. L. Barrett.

10 Q. All right.

11 Was there anyone over him?

12 A. Well, not that I knows of.

13 Q. How long did you continue to work in the job that you
14 mentioned?

15 A. Until I was discharged.

16 Q. All right.

17 During the time you worked at the Tyler Pipe and Foundry
18 Company, did you ever participate in any union activities?

19 A. Yes.

20 Q. What was that? The first such activity that you
21 participated in?

22 A. I went to one union meeting.

23 Q. All right.

24 A. And I wore a union button.

25 Q. When did your union acitivity begin to the best of your

1 recollection, approximately when?

2 A. Oh, about the middle of June.

3 Q. Of what year?

4 A. 1966.

5 Q. What happened then?

6 A. You mean what happened at the meetings?

7 Q. No, what was your first union activity?

8 A. Wearing a button.

9 Q. Did you attend any union meetings?

10 A. Only one.

11 Q. All right.

12 Who gave you a button to wear?

13 A. Well, I rode to work with Leon Clay one afternoon and I
14 got a button out of his car.

15 Q. During what period of time did you wear a union button?

16 A. I wore a union button, approximately, about the first
17 week of July until I was discharged.

18 Q. Of what year?

19 A. 1966.

20 Q. Do you have that union button with you?

21 A. Yes, I have.

22 Q. Will you show it to me, please. Would you hold it up
23 so that everybody can see it?

24 A. (Witness holds up a button.)

25 MR. ECKHARDT: May we have a stipulation that the witness

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1 is holding up a silver union button which is similar to that
2 that was worn by the last witness?

3 TRIAL EXAMINER: And that's in evidence.

4 MR. GREENE: Yes, sir.

5 TRIAL EXAMINER: All right.

6 Q. (By Mr. Eckhardt) Did you wear more than one union
7 button at any time?

8 A. No.

9 Q. Is that the union button that you have testified about?

10 A. Yes.

11 Q. How many union meetings did you attend between the time
12 you first started wearing--excuse me--how many union meetings
13 did you attend during your employment at Tyler Pipe and Foundry
14 Company?

15 A. Only one.

16 Q. Only one?

17 A. (Nods head, "Yes.")

18 Q. Did you have any conversations with any supervisors where
19 your union, where the union was mentioned?

20 A. I had a conversation with R. L. Barrett about the shift
21 being changed.

22 Q. I mean about union matters?

23 A. No.

24 Q. Thank you.

25 Did you ever have a conversation with any of your

1 supervisors where your working hours were mentioned?

2 A. Yes, sir.

3 Q. Now, will you state exactly when that was, the time of
4 day, approximate time of day, and what was said, and who was
5 present?

6 A. On August 5th, on Friday morning, between 4:40 and
7 5:00, R. L. Barrett sent Frank Love into the hub core machine
8 room to ask the group of ladies; Emma Jean Dixon, Ella May
9 Campbell, A. M. Gordon, and myself to come out into the lab
10 room, that he wanted to talk to us about our shift being
11 changed.

12 We got into the lab room, R. L. Barrett was in his office
13 and he called us in one by one.

14 Q. Were you wearing a union button?

15 A. Yes, sir.

16 Q. At this time?

17 A. That's right.

18 Q. Thank you.

19 A. R. L. Barrett called me into his office and he told me
20 that where we had been working three eight-hour shifts, it was
21 going to be only two--it had changed to two ten-hour shifts
22 and that my shift had changed and I would be working nine hours
23 instead of eight hours and it would begin August 7, 1966.

24 Q. Is that all that was said in this conversation?

25 A. Yes, sir.

1 Q. All right.

2 What happened next?

3 A. I went back to my job.

4 Q. All right.

5 What happened next?

6 A. After I got back to my job, we, as a group, discussed
7 that we was--didn't want our shifts changed to nine hours and
8 we, as a group, the ladies, we discussed it first and then later
9 on we discussed it with Leon Clay and Frank Love about our
10 shift being changed.

11 Q. You say, "later on." How much later, approximately?

12 A. Oh, about, I'd say, 6:00 in the morning.

13 Q. All right.

14 And your conversation with Barrett was about what time?

15 A. The conversation with Barrett, between 4:40 and 5:00 in
16 the morning.

17 Q. Go ahead. What happened? Have you concluded what was
18 said between you and the ladies and Love and Clay?

19 A. No, I haven't concluded that yet.

20 Q. All right.

21 Go ahead. I am sorry I interrupted you.

22 A. We discussed as a group to ask R. L. Barrett if he would
23 talk to us as a group about our shift being changed. Clay
24 decided that if R. L. Barrett would not talk to us as a group
25 that we would not work on Friday night.

1 Q. Was anything said about when you would work again?

2 A. Yes, sir, I told him that we would not work on Friday
3 night, but we would come back on Sunday night and work.

4 Q. That's what was discussed?

5 A. Yes.

6 Q. Have you finished what was discussed yet?

7 A. Leon Clay and Frank Love, well, all of the men went to
8 R. L. Barrett and talked to him. What was said, I don't know
9 because I couldn't hear.

10 Q. Excuse me. This is still Friday morning?

11 A. No, this is not Friday morning.

12 Q. I wanted to ask you if anything else was said on
13 Friday morning. Have you finished what was said on Friday
14 morning?

15 A. After I--I said after I came out of the lab, out of Mr.
16 Barrett's office, the ladies and I got together and talked as
17 a group.

18 Q. What did you all say that Friday morning in the group
19 discussion?

20 A. We were unhappy about our shift being changed so we
21 talked to the mens about it and J. W. Hargest and Adolphus
22 Howard mentioned that their pay had been cut. So--and then,
23 too, we didn't know that we had to work--it was such a short
24 notice that we would have to come back to work on a Friday
25 night.

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1 Q. Was there--do you know of any notice being posted about
2 the Friday night work?

3 A. Not as I can recall, no, sir.

4 Q. I see. When was the first time when you found out that
5 you had to work Friday night?

6 A. That was when R. L. Barrett called us into his office.

7 Q. Which was when?

8 A. Friday morning between 4:40 and 5:00 a.m.

9 TRIAL EXAMINER: What time in the morning on Friday did
10 your shift end that you were working on?

11 THE WITNESS: What shift was what?

12 TRIAL EXAMINER: You were working Friday morning?

13 THE WITNESS: That's right.

14 TRIAL EXAMINER: What time would your shift end?

15 THE WITNESS: 6:00 in the morning.

16 Q. (By Mr. Eckhardt) And it started when?

17 A. 10:00 on Thursday night.

18 Q. Thank you.

19 Have you finished now everything that happened on
20 Friday morning?

21 A. As far as I can recall, I have.

22 Q. After you finished that Friday morning shift, what was
23 the next thing that happened concerning this case?

24 A. Well, on our way to our cars we discussed--

25 Q. When was this?

1 A. Friday morning about ten or fifteen minutes past six
2 o'clock in the morning.

3 Q. All right.

4 Go ahead.

5 A. We were on our way to our cars to go home. Where the
6 group and I got together and we discussed these matters of our
7 hours being changed, the cut being cut, our pay check being
8 cut, some of the pay checks being cut, and this over hour that
9 we were going to have to put in on Friday night.

10 Q. In this discussion were any of the committeemen present?

11 A. Yes, they were.

12 Q. Who were they?

13 A. Leon Clay and Frank Love.

14 Q. Is all that happened that Friday morning?

15 A. Friday morning.

16 Q. After this Friday morning incident, what was the next
17 thing that happened concerning this case?

18 A. I came back to work on Friday night, August 5, 1966,
19 approximately, about 9:30. I punched the clock and went around
20 to the cafeteria waiting for the group to gather.

21 Q. Who reported for work on this Friday night?

22 A. A. M. Gordon, Leon Clay, Frank Love, J. W. Hargest,
23 Ella May Campbell, Emma Jean Dixon--did I call J. W. Hargest?--
24 and myself.

25 Q. All right.

- 1 Who did not report for work?
- 2 A. There were five others that did not report for work.
- 3 Q. Can you name those?
- 4 A. Yes.
- 5 Q. Would you go rather slow?
- 6 A. W. E. Harper.
- 7 Q. Excuse me. W. E. Harper?
- 8 A. Harper.
- 9 Q. All right.
- 10 A. Manzell Gordon.
- 11 Q. Manzell?
- 12 A. Yes.
- 13 Q. Is that a male?
- 14 A. Yes, sir.
- 15 Q. O. K.
- 16 A. Otis Gordon, Melvin Lockett.
- 17 Q. Melvin Lockett?
- 18 A. Yes, sir.
- 19 Q. All right.
- 20 A. And Donell Roberts.
- 21 Q. Donell...
- 22 A. Roberts.
- 23 Q. Is that a male or female?
- 24 A. It is a male.
- 25 Q. It's a man?

1 A. Yes, sir.

2 Q. Now, do you know if any of those five that you have
3 just mentioned ever wore union buttons that you know of?

4 A. No, not that I know of.

5 Q. What is your answer?

6 A. No.

7 Q. Do you know if any of those five people that you just
8 mentioned attended the union meetings that you testified that
9 you attended?

10 A. Well, no, but--no but yes because on the Sunday--are you
11 ready for me to go to Sunday evening? No, they didn't ever
12 attend a union meeting.

13 Q. All right.

14 Did you ever see any of these five that you just
15 mentioned at any union meeting that you attended?

16 A. No.

17 Q. Thank you.

18 Did you know these people well or at least by appearance?

19 A. Yes.

20 TRIAL EXAMINER: Which is it? Well or by appearance?

21 THE WITNESS: I would say by appearance.

22 TRIAL EXAMINER: All right.

23 Q. (By Mr. Eckhardt) Well, you named them. You knew them
24 by name?

25 A. I knew them by name.

1 Q. You would recognize them if they walked in this Court-
2 room now?

3 A. Yes, I would.

4 Q. Now, how long--withdraw it.

5 How long did you work in the hub core department before
6 you were terminated?

7 A. From May until June--

8 Q. Excuse me. From May of what year?

9 A. May 1966, until August 5, 1966.

10 Q. All right.

11 Now, you started to testify about reporting to work on
12 a Friday night, August 5th. Do you know where you were when
13 I interrupted you?

14 A. (No response.)

15 Q. Take it from when you reported to work.

16 TRIAL EXAMINER: Well, she punched in and then went to
17 set on the bench.

18 A. I came over to the snack bar and had a seat on the bench.

19 Q. All right.

20 Who was there at that time?

21 A. A. M. Gordon--

22 Q. Excuse me. You have already named them, haven't you?

23 A. I have already named them.

24 Q. I am sorry. What happened then?

25 A. Well, the men went into the hub core room first. The

1 ladies on behind, the four ladies did. The mens went inside
2 the hub core machine room and the ladies stood at the door. The
3 mens were talking to R. L. Barrett. What was being said, I
4 don't know.

5 Q. Why don't you know?

6 A. Because there was so much noise I couldn't hear.

7 Q. All right.

8 Go ahead.

9 A. After the mens finished talking with R. L. Barrett, he
10 came--walked back to where the ladies was at the door. He asked
11 me first if I was going to work and I said, "No, not tonight.
12 I will be back Sunday," and he turned and asked Emma Dixon if
13 she were going to work. I left then and went to the rest room
14 to change shoes and hat. I don't know what he asked--what
15 Emma told him.

16 Q. I see. Go ahead.

17 A. So when I came out of the rest room from changing my
18 hat and shoes, the group was walking off. I caught up with the
19 group.

20 Q. What do you mean by the "group"? I don't mean for you
21 to name them, did the group include the men and the women?

22 A. That's right.

23 Q. All right.

24 Go ahead.

25 A. The group of men and women were walking off and I caught

1 up with this group.

2 Q. All right.

3 Go ahead. What happened then?

4 A. Well, when I caught up with the group, well, there was
5 one more lady standing there talking to Mr. Barrett which was
6 A. M. Gordon. So the group had stopped--when I caught the
7 group they stopped to hear what she was saying to Mr. Barrett
8 and she told R. L. Barrett the only reason why she was leaving
9 was because of transportation. She didn't have transportation.

10 Q. All right.

11 Did you see A. M. Gordon at the union meeting that you
12 attended--

13 A. No, I didn't.

14 Q. --that you testified about?

15 A. No, I didn't.

16 Q. All right.

17 Did you ever see A. M. Gordon wear a union button?

18 A. No, I didn't.

19 Q. Either at the plant or otherwise?

20 A. That's right.

21 Q. Have you covered what was said on this evening of
22 August 5th?

23 A. What was said? That was everything that was said that
24 evening.

25 Q. Of August 5th?

A. Yes.

1 Q. All right.

2 What was the next thing that happened that you know about
3 concerning your case?

4 A. Well, on August 7, 1966, about 2:00 p.m. afternoon at
5 the union hall, a group of about twenty or twenty-one employees
6 met at the union hall for a meeting and out of this twenty or
7 twenty-one, six of the ones that walked off of the job on Friday
8 night of August 5th were included. They were there.

9 Q. Who wasn't there of the ones that walked off?

10 A. Leon Clay--

11 Q. Excuse me. I am asking who was not there at the union
12 meeting of the number that walked off.

13 A. Oh, you mean the ones that wasn't there that walked off?

14 TRIAL EXAMINER: Yes.

15 A. Ella May Campbell and A. M. Gordon.

16 Q. (By Mr. Eckhardt) Thank you.

17 Go ahead now from where you were.

18 A. The afternoon that we met, the six that were there that
19 walked off on Friday night, August 5, 1966, we said we was
20 unhappy about the matters that had happened--that had changed,
21 the pay cut of Adolphus Howard and J. W. Hargest and the over-
22 time, this short notice of overtime that we had to put in on
23 Friday night. So as a group we decided to talk with George
24 Lovin, one of the in-plant committeemen, and he decided to call
25 B. J. Speas.

1 Q. S-p-e-a-s?

2 A. Well, whatever. George Lovin picked up the telephone
3 and he dialed, said he was dialing W. J. Speas, but he didn't
4 get an answer so he hung the phone up and we was still talking
5 on the same conversation, the matters that we wasn't pleased
6 of, and then he decided to call Dave McKie. I think that's
7 the name, Dave McKie.

8 Q. You are referring to the gentleman at the table over
9 here?

10 A. I don't know him personally.

11 Q. Oh, I see, I am sorry, go ahead.

12 A. He picked up the phone to dial Dave McKie, whatever
13 his name, and I heard George Lovin ask this man, this Dave
14 McKie, if he would talk to the group that had walked off on
15 Friday night. George Lovin said that Dave McKie said, "No,
16 it is against the company rules." Then George Lovin asked
17 him if he would talk to some of the committee.

18 Q. Did he mention any names?

19 A. Yes, he did.

20 Q. Who did he mention?

21 A. He called Frank Love, Leon Clay, and himself.

22 Q. All right.

23 A. And then George Lovin said that Dave McKie said that
24 he would not talk to--he would talk to them one at a time.
25 Then George Lovin told me that if Dave McKie wouldn't talk to

1 he and the other two committeemens, it wouldn't be any use to
2 talk to him alone.

3 Q. Who did Lovin say that to?

4 A. He told the group that.

5 Q. Well, after this meeting, well, do you recall any more
6 of what went on at the meeting?

7 A. No, I went outside on a coffee break until time to report
8 to work.

9 Q. What happened next concerning your case?

10 A. Well, about fifteen until seven, maybe twenty minutes
11 until seven, Emma Jean Dixon and I were going to report for work.
12 We were supposed to report for work at 7:00 p.m., and Andrew
13 Smith carried us in his car.

14 Well, when we got up there, George met us--I mean, the
15 guard met us at the gate and he asked me for my badge and I
16 asked him if I were being fired and he smiled and, then, I told
17 him, I said, "If I am being fired, I would like to pick up my
18 check." He said, "Well, you can pick up your check in the
19 morning at the personnel office around 9:00."

20 So Emma Jean Dixon, she asked him the same thing, if she
21 were being fired and if she was she wanted to pick up her check
22 and he told her the same thing. So we got back into--we gave
23 him the badge--and we got back in the car with Andrew Smith,
24 fixing to leave the parking lot and Ella May Campbell drove up
25 and parked. Andrew Smith told Ella May Campbell, said, "You

1 just about as well to go back home because they are not going
2 to let you work." Then he said, "I'll tell you what, Ella
3 May. You leave your badge in the car and see if they will let
4 you work." Well, we sit and noticed Ella May Campbell after
5 she went on through the guard gate. We see Ella May Campbell
6 go on through the guard gate, Andrew Smith decided he would
7 come back. So about that time Pete Bowins was at the guard
8 gate and Andrew Smith told the guard to tell Pete Bowins that
9 here's two more of his ladies for work and the guard told
10 Andrew Smith to leave the parking lot and leave immediately.
11 So we left.

12 Q. Anything happen after that concerning your case?

13 A. No, sir.

14 MR. ECKHARDT: Mr. Greene, do you have the termination
15 notices of these witnesses who you contend quit on that date?

16 MR. GREENE: Well, we will get them for you.

17 MR. ECKHARDT: I would like to put that in evidence if
18 we could.

19 TRIAL EXAMINER: Could we have that other matter that
20 Mr. General Counsel wanted after lunch, also?

21 MR. GREENE: Yes, sir.

22 MR. ECKHARDT: That notice that was posted about Tuesday
23 about Friday night.

24 MR. GREENE: Right.

25 MR. ECKHARDT: No further questions of this witness.

1 for identification.

2 May we be off the record for a moment, Mr. Examiner?

3 TRIAL EXAMINER: Yes, off the record.

4 (Discussion off the record.)

5 TRIAL EXAMINER: On the record.

6 MR. ECKHARDT: At this time I would like to make a
7 motion to amend the Complaint. Counsel for the General Counsel
8 moves to amend the Complaint in this case in the following
9 respects: That a new paragraph be inserted immediately after
10 Paragraph 7 of the Complaint to read as follows and to be
11 designated as Paragraph 7A:

12 "7A; since on or about February 23, 1966, Respondent
13 has violated Sections 8(a) (5) and (1) of the Act by the
14 following acts and conducts:

15 "(A); although previously requested to bargain with
16 the union with respect to such matters, Respondent on or about
17 August 5, 1966, without notice to or consultation with the
18 union unilaterally (1) combined the third shift of its hub
19 core department with the first and second shifts of such
20 department; (2) changed the regular working hours of its hub
21 core department employees, and; (3) reduced the wages of two
22 of its hub core department employees, Adolphus Howard and
23 J. W. Hargest.

24 "(B); although Respondent was requested at all times
25 since February 23, 1966, by the union to bargain with it
concerning the wages, hours, and conditions of employment of

1 its Swan, Texas plant employees, Respondent has failed and
2 refused and continues to fail and refuse to bargain with the
3 union with respect to the aforesaid matters.

4 "(c); Respondent, without prior adequate notice to or
5 consultation with the union, on or about June 12, 1966,
6 unilaterally granted increases in wages to its employees
7 employed at its Swan, Texas plant."

8 That concludes the proposed motion to amend.

9 TRIAL EXAMINER: Any objection?

10 MR. SEAY: Oh, yes, we have very serious objections to
11 that. We think in fairness, if this is going to be any part
12 of a fair hearing, that we ought to have this reduced to
13 writing and let us study it.

14 TRIAL EXAMINER: I agree on that.

15 MR. ECKHARDT: I will be happy to do so.

16 TRIAL EXAMINER: He will reduce it to writing and
17 present it by tomorrow morning.

18 MR. ECKHARDT: Yes, sir.

19 MR. SEAY: Well, now, of course, we are going to have
20 numerous objections to that and we would like to reserve
21 making the objections until we can see the written instrument
22 and we will have an objection to an amendment at this late
23 date.

24 MR. ECKHARDT: Will the Examiner receive evidence on
25 this amendment?

(Discussion off the record.)

TRIAL EXAMINER: Let's get on the record.

MR. ECKHARDT: Counsel for the General Counsel further moves to amend the Complaint in this case in the following additional respects. Counsel for General Counsel moves to amend the Complaint to insert an additional paragraph immediately following Paragraph 16 to be designated as Paragraph 16 A which shall read as follows:

"By the acts described above in Paragraphs 7 A and 8, and by each of said acts, Respondent did refuse to bargain collectively and is refusing to bargain collectively with the representative of its employees, and thereby did engage in, and is engaging in, unfair labor practices affecting commerce within the meaning of Section 8(a) (5) and Section 2(6) and (7) of the Act."

That concludes the motion to amend.

TRIAL EXAMINER: Have you given the copies of the amendment to the Counsel?

MR. ECKHARDT: Yes, sir, the first amendment.

TRIAL EXAMINER: All right.

MR. ECKHARDT: Is it necessary to type up the second one?

MR. GREENE: No, sir, not for us.

TRIAL EXAMINER: All right.

We will accept that as an oral amendment.

1 MR. ECKHARDT: We will give it to the Reporter after the
2 first recess.

3 TRIAL EXAMINER: Now, do you want to be heard on that?

4 MR. GREENE: We would just like to object to the
5 amendments.

6 TRIAL EXAMINER: All right.

7 MR. GREENE: Are you going to allow the amendments?

8 TRIAL EXAMINER: I will allow them.

9 MR. ECKHARDT: Mr. Examiner, I would like to state the
10 reason for the apparently untimely amendment. The reason for
11 these amendments at this time is because we had hoped to
12 settle this instant case and not involve it with the 8(5) case
13 that has already been heard and tried and on which the Board
14 order has been rendered and which you have been invited to take--
15 requested to take official notice, but since the settlement
16 attempt failed, there was not further reason to keep the two
17 cases separate, but since they are intimately related and in
18 view of the allegations in both cases and their relation to
19 each other, we felt that an amendment should be made at this
20 time.

21 TRIAL EXAMINER: I surmised as much and I indicated to
22 the Counsel for Respondent in an off-the-record discussion that
23 I assumed that was the reason why an 8(a) (5) allegation was
24 not incorporated in the original Complaint. I had not discussed
25 this aspect with Mr. Eckhardt. So my surmise was quite correct.

1 MR. GREENE: At this time, Mr. Examiner, we would like
2 to amend our Answer and deny each of the allegations as set
3 forth in the amended Complaint.

4 TRIAL EXAMINER: Very good.

5 MR. GREENE: It will not be necessary for us to submit
6 a written denial?

7 TRIAL EXAMINER: No. As I further said in an off-the-
8 record discussion that in view of the changed character of the
9 pleadings at this point and in view of your previous urging
10 that I continue the case, I am now indicating that after the
11 General Counsel rests, concludes his case, I will grant a
12 continuance to the Respondent to an agreeable date.

13 MR. ECKHARDT: Mr. Examiner, one further matter. Could
14 we at least have some assurance from the Respondent that he
15 doesn't require a charge to be filed by the union alleging
16 8(5) in this case?

17 MR. GREENE: That's all right. We won't require that.

18 MR. ECKHARDT: So that won't become an issue in the
19 case?

20 MR. GREENE: No.

21 TRIAL EXAMINER: No, I don't think it should be.

22 (The document above-referred to,
23 heretofore marked as General
24 Counsel's Exhibit No. 12, was
25 received in evidence.)

26 TRIAL EXAMINER: Let's proceed now.

1 MR. ECKHARDT: At this time I call Mr. Clay.

2 LEON CLAY

3 was called as a witness by and on behalf of the General Counsel
4 and, having been first duly sworn, was examined and testified
5 as follows:

6 TRIAL EXAMINER: Would you sit down and state your full
7 name and address.

8 THE WITNESS: My name is Leon Clay, C-l-a-y, Route 2,
9 Box 306, Gladewater, Texas.

10 DIRECT EXAMINATION

11 Q. (By Mr. Eckhardt) Mr. Clay, have you ever been employed
12 by the Tyler Pipe and Foundry Company?

13 A. Yes, I have.

14 Q. When did your employment begin?

15 A. January 3, 1963.

16 Q. Pardon me.

17 A. About January 3, 1963.

18 Q. Thank you.

19 What job did you have at that time, Mr. Clay?

20 A. I had a job pushing sand for the permanent mold wheel
21 for Johnny McGill.

22 Q. Now, you are going to have to talk a little more slowly
23 because the Reporter has to take down what you are saying,
24 Mr. Clay.

25 A. All right.

1 TRIAL EXAMINER: And loud.

2 Q. (By Mr. Eckhardt) Mr. Clay, how long did Mr. McGill
3 continue as your immediate supervisor?

4 A. Approximately eight months to a year, I think.

5 Q. All right.

6 Now, what authority did Mr. McGill exercise over you?

7 A. He would tell me my job from day to day while I was
8 working under him.

9 Q. Did you ever question his authority to do that?

10 A. No, I didn't.

11 Q. Did he tell anyone else what to do from day to day?

12 A. Yes, he did.

13 TRIAL EXAMINER: Haven't they stipulated that Mr.
14 McGill is a supervisor?

15 MR. ECKHARDT: I don't believe they have. Will you?

16 MR. GREENE: We will.

17 MR. ECKHARDT: May we have a stipulation that Mr.

18 Johnny McGill was a supervisor within the meaning of the Act--

19 MR. GREENE: I think we did that on the first day.

20 TRIAL EXAMINER: Yes, I think it was done this morning.

21 MR. ECKHARDT: I am sorry. It was yesterday that the
22 matter came up.

23 MR. GREENE: Anyway, we will stipulate.

24 TRIAL EXAMINER: That's spelled M-c-G-i-l-l, is that
25 right?

1 MR. GREENE: That's right.

2 MR. ECKHARDT: May we have a stipulation for the period
3 of about a week before August 5, 1966, that Mr. John McGill
4 was a supervisor at that time within the meaning of the Act?

5 MR. GREENE: Yes, sir.

6 MR. ECKHARDT: Thank you.

7 Q. (By Mr. Eckhardt) Go ahead, Mr. Clay. Did you ever--
8 excuse me--withdraw that.

9 What wage were you making when you were hired?

10 A. \$1.25, I think.

11 Q. Well, are you sure?

12 A. Approximately \$1.25.

13 Q. \$1.25 per hour?

14 A. I think so.

15 Q. What wage were you making when you were terminated?

16 A. \$1.97.

17 Q. \$1.97?

18 A. Right.

19 TRIAL EXAMINER: When did you start working for the
20 company?

21 THE WITNESS: January 3, 1963.

22 Q. (By Mr. Eckhardt) Now, Mr. Clay, did you ever participate
23 in any union activity while you were an employee of Tyler Pipe?

24 A. Yes, I did.

25 Q. When did that activity begin?

1 A. My first activity began January 5, 1965, when I served
2 as union observer.

3 Q. At what?

4 A. At Tyler Pipe and Foundry.

5 Q. What were you observing?

6 A. The union.

7 Q. What were you observing?

8 TRIAL EXAMINER: In connection with an election?

9 THE WITNESS: Yes.

10 TRIAL EXAMINER: You mean August 5, 1965?

11 THE WITNESS: Right, August 5, 1965.

12 Q. (By Mr. Eckhardt) Did any supervisor observe you as an
13 observer while you were acting as an observer?

14 A. They did.

15 Q. Which ones?

16 A. Johnny McGill and Billy Palmer.

17 Q. What other union activities did you engage in during th
18 time you were an employee at Tyler Pipe?

19 A. I acted as a committee.

20 Q. Acted as a what?

21 A. As a committee for the union.

22 Q. Acted as a committee?

23 A. On the committee.

24 TRIAL EXAMINER: Committeeman.

25 Q. (By Mr. Eckhardt) On the committee?

1 A. Right.

2 Q. Thank you.

3 Now, when did that activity begin to the best of your
4 knowledge, approximately, when?

5 A. Approximately August 8th, when I signed the card.

6 Q. Of what year?

7 A. Of '65, when I signed the card at the old theater in
8 Lindale, Texas.

9 Q. How did you happen to be on the committee? What caused
10 you to be on the committee?

11 A. By me serving as a union observer and I was selected.

12 Q. Did anyone select you for that position?

13 A. Right.

14 Q. How were you selected?

15 A. I was nominated by F. W. Love.

16 Q. All right.

17 At what?

18 A. At the union meeting that we had--

19 Q. Pardon?

20 A. At this union meeting that we had at Lindale, Texas.

21 Q. All right.

22 What other union activity, if any, did you engage in
23 during your employment?

24 A. I served as in-plant committee.

25 Q. You have already stated that. Besides, that, what other

1 activity, if any, did you engage in with respect to the union?

2 A. Oh, I walked picket during the one-time strike that we
3 had.

4 Q. Which strike was that, Mr. Clay?

5 A. That was the May strike of 1966, I believe.

6 Q. Do you remember approximately when that strike was?

7 A. I think it was approximately--

8 TRIAL EXAMINER: Well, he said the May strike. We know
9 the dates.

10 MR. ECKHARDT: All right.

11 Q. (By Mr. Eckhardt) What union activity did you engage
12 in during that strike?

13 A. I walked picket during my tour of picket, my tour of
14 picket, I walked.

15 Q. How many times did you have a picket tour between
16 August--excuse me--between May 16th and May 23rd of 1966?

17 A. About four.

18 Q. How long were those period?

19 A. One time was two hours and the other times was four.

20 Q. Did any supervisors see you doing this?

21 A. Yes, they did.

22 Q. Which ones?

23 A. Billy Palmer, Oscar Elliott, Pete Bowins, R. L. Barrett.

24 Q. Did you engage in any other union activity besides what
25 you have mentioned during your employment of which the company

1 had knowledge?

2 A. Not to my knowledge.

3 Q. Excuse me. Do you know if your picture ever appeared on
4 any circular?

5 A. Sure.

6 Q. What do you recall?

7 A. My picture didn't appear, my name--

8 Q. Excuse me--what did you say?

9 A. My name appeared on it.

10 Q. I hand you GC 8, and ask you if that is the circular
11 upon which your name appears?

12 A. Right.

13 Q. All right.

14 TRIAL EXAMINER: General Counsel's Exhibit 8, you handed
15 to the witness?

16 MR. ECKHARDT: Yes.

17 Q. (By Mr. Eckhardt) Did you ever have any conversation
18 with any supervisors concerning the GC 8 that I showed you?

19 A. No, not to my knowings.

20 Q. Now, Mr. Clay, did you ever have a conversation with any
21 supervisors concerning--withdraw it.

22 Did you ever wear a union button?

23 A. Yes, I did. I wore two union buttons and one committee
24 badge.

25 Q. Pardon me.

1 A. One committee badge and one name pin, the name of the
2 union.

3 Q. Do you have those with you?

4 A. No, I don't.

5 Q. I hand you what has been identified as GC 5 and 6. One
6 is a green button and one is a silver button or badge. Are
7 those familiar to you?

8 A. Sure. I wore--

9 Q. ~~Explain that.~~

10 A. This is the committee pin and this is the name pin, I
11 would call it, and I wore both of these buttons all the time.

12 Q. From when? Approximately, during what period of time?

13 A. Approximately the last of August to the first of
14 September.

15 Q. Of what year?

16 A. '65.

17 Q. The last--excuse me--from when to when?

18 A. From approximately the last of August to the first of
19 September, I believe that these buttons came out. I was one
20 of the first--

21 Q. What was the last of August to the first of September?
22 When you started?

23 A. When I started wearing the buttons.

24 Q. How long did you wear the buttons after that?

25 A. I wore the buttons up until I was terminated.

1 Q. Until you were terminated?

2 A. Right.

3 Q. Thank you.

4 Now, when--

5 TRIAL EXAMINER: By the last of August, you mean August
6 '65 or '66?

7 THE WITNESS: '65.

8 Q. (By Mr. Eckhardt) You started wearing them and then
9 when were you terminated?

10 A. I was terminated on August 7, 1966.

11 MR. ECKHARDT: May the record show that the witness has
12 identified the green and silver buttons which are General
13 Counsel's Exhibits 5 and 6 as the buttons that he wore.

14 TRIAL EXAMINER: The record will so show.

15 Q. (By Mr. Eckhardt) All right.

16 Mr. Clay, did you ever have a conversation with a
17 supervisor concerning your hours?

18 A. You mean--

19 Q. --a change in your hours?

20 A. Yes, I did.

21 Q. Will you state when that occurred, please.

22 A. This was on August 5, 1966, where I was working in the
23 hub core department. Frank Love came to my machine and he
24 told me that R. L. Barrett would like to talk to me in Mack
25 Stien's office. So I immediately started--

1 Q. Try to slow down a little bit. It's kind of hard to
2 keep up with your testimony.

3 A. So I immediately started out to Mack Stien's office
4 which was outside of the plant where we was working, outside
5 of the hub core department. I met him over half way and he
6 turned and started towards the office and I followed him into
7 the office and he told me to have a seat, so I did.

8 He started reading from a piece of paper that he had
9 on his desk and he was stating that three shifts, Number Three
10 Shift would be cut out and added to the One and Two shifts in
11 order to work two ten-hour shifts. So he also stated that he
12 had knowed that some of us wouldn't like the change in the
13 shift. At this time I asked him did he have an eight-hour
14 shift open and he said, "No."

15 He said that there's nothing that he can do about the
16 change of the shift, it was the company rule. He had to
17 follow through so he would just have to issue orders. So I
18 asked him about the other shifts, would there be any openings
19 on the other shifts and he told me no that there wouldn't be
20 an opening on the other shifts. He said I would be doing the
21 same thing and have my same job and he told me if I didn't like
22 the ten-hour shift--like he was working a twelve-hour shift
23 and he didn't like it, he would have to hit the gate. So if
24 I didn't like the ten-hour shift like I had to work, I could
25 hit the gate.

1 So at that time he stood up and I stood up and he told
2 me, "Whatever you all do, do it together," and he stood up and
3 I walked out and that was the end of our conversation at that
4 time.

5 Q. He said, "together"?

6 A. Together.

7 Q. What was the next thing that happened immediately after
8 your conversation with whom?

9 A. R. L. Barrett.

10 Q. Yes, what happened immediately after that conversation?

11 A. Well, after that conversation, as near as I can remember,
12 I walked on back into my working area and it was nearly time
13 to go at that time so we got off work and started on home. On
14 my way home I was discussing with the other three fellows that
15 I was riding with which was Adolphus Howard and--

16 TRIAL EXAMINER: Who were they?

17 THE WITNESS: Adolphus Howard and Melvin Lockett.

18 TRIAL EXAMINER: Melvin Larkin?

19 THE WITNESS: Melvin Lockett.

20 Q. (By Mr. Eckhardt) Did you say, "Lockett"?

21 A. Right.

22 Q. Lockett, L-o-c-k-e-t-t?

23 A. Right.

24 Q. Go ahead. Excuse me for interrupting.

25 TRIAL EXAMINER: Who is the other third man?

1 THE WITNESS: Willie Elwood Harper, I believe.

2 TRIAL EXAMINER: Willie what?

3 THE WITNESS: Willie Elwood Harper. W. E. Harper is
4 how it is listed.

5 Q. (By Mr. Eckhardt) Are you saying, "Harper"?

6 A. Right. I believe that's the third man. I am not sure
7 about that third man because I was more concerned about Howard
8 than I was the third man. Howard was telling me about the
9 cut in pay.

10 Q. (By Mr. Eckhardt) Whose cut in pay?

11 A. Howard's cut in pay.

12 Q. All right.

13 A. Well, I was concerned about the eight-hour shift that
14 I had, you know. I didn't know anything about the cut in pay
15 at that particular time. So he was telling me that they cut
16 his pay and I was telling him about my shift change and he
17 said, "Well, reckon can there be anything done about it?" I
18 told him that I didn't know at the present time. So I told him
19 that I would get with Frank when I got back.

20 Q. Give it...

21 A. Get with Frank when we get back to work, Frank Love, and
22 try to talk to some of the high officials about the shift
23 changing and the cut in pay.

24 At that time we was--probably made it to Gladewater and
25 I suppose we split and that was the end of that conversation.

1 Q. All right.

2 What was the next thing that happened after this
3 conversation concerning your case?

4 A. Concerning my case?

5 Q. Yes, this whole matter.

6 A. I reported back to work that Friday which he had told
7 me in the office that I had to work overtime.

8 Q. Will you tell us when you reported back?

9 A. I reported back to work on August 5, 1966.

10 Q. About what time?

11 A. About a quarter to ten, twenty minutes to ten, some-
12 wheres along there.

13 Q. You are referring to the evening?

14 A. Right.

15 Q. What did you see when you got there?

16 A. When I got there at the lunch room, snack bar, whatever
17 we called it at that time, I met A. M. Campbell(sic), Frank
18 Love--

19 Q. Excuse me--A. M., what is her name?

20 A. Ella May.

21 Q. All right, E. M.

22 A. E. M. Campbell, Frank Love, myself, Adolphus Howard,
23 and there was two or three more there. I can't remember.

24 Q. What was said and what happened?

25 A. Then we begin to discuss the change in the shift and why

1 he wouldn't let us talk to anyone as a group.

2 Q. You said you discussed--what did you say in this
3 discussion?

4 A. I was telling them about my part, that he had told me
5 about the shift change, you know, and the eight hours that they
6 were going to cut out.

7 Q. What did you say about it?

8 A. I told them that I wasn't pleased with mine at all and
9 that I would try to see somebody to get my part changed and
10 the rest of them seemed to be very unhappy about it. At that
11 particular time I was, too, but we never could get to see
12 anybody at that time.

13 Q. What happened next after this--immediately after this?

14 TRIAL EXAMINER: What do you mean you never did get to
15 see anybody? Did you try?

16 THE WITNESS: Sure, we tried.

17 TRIAL EXAMINER: When? Tell us about it.

18 THE WITNESS: That same night, on August 5th, about
19 10:00 at night where we was supposed to report to work, we
20 was there on time to start to work. R. L. Barrett walks in,
21 starts in and all of the ladies was standing in the gangway
22 and Frank Love, Adolphus Howard, myself, and J. W. Hargest was
23 all standing in a group to ourselves so he walks into the plant
24 and starts talking to the ladies. They was at a distance and
25 I couldn't hear what they was saying.

1 Q. (By Mr. Eckhardt) You are referring to whom now by "he"?
2 A. R. L. Barrett.
3 Q. Go ahead.
4 A. He came in and started talking to the ladies and this was
5 at a distance and I couldn't hear what they was saying. There's
6 a lots of noise there and you can't hear unless you are right
7 at a person and read his lips very well. So when he finished
8 talking to the ladies, he walks over to the men. We was
9 huddled to ourselves which was myself and Frank Love and
10 Adolphus Howard and J. W. Hargest. He asked was we going to
11 work and so at that particular time I didn't give him an answer
12 because I didn't know who he was speaking to. So he pointed
13 definitely at me the next time and he said, "Are you going to
14 work tonight?" I asked him was he going to let us talk to
15 someone as a group, a high official. He said--he didn't answer
16 my question. He said, "Are you going to work tonight?" I
17 told him, "No, I am not going to work tonight if you don't let
18 us talk to somebody as a group." He said, "Well, you pick up
19 your time." Well, I turned to walk off and as I turned to
20 walk off, he started to talking to J. W. Hargest and he asked
21 him was he going to work tonight and he said, "No, I am not
22 going to work tonight if you won't let us talk to someone as
23 a group." So J. W. walked off. Well, at that time I was getting
24 far enough to where I couldn't hear what the rest of them was
25 saying and I looked back and they was all following me so I

1 figured that all of them decided not to work because he
2 wouldn't let us talk to someone as a group. I didn't hear
3 what they said, except J. W. Hargest, and that was the end of
4 that conversation.

5 Q. All right.

6 What happened immediately after that? What time of day
7 or night was this, approximately?

8 A. This was approximately about ten minutes after ten when
9 he told us that he presumed that we resigned.

10 Q. When would your shift have started that night?

11 A. 10:00 that night which would have been overtime for
12 that week.

13 Q. Do you remember whether or not any notice of working
14 hours was posted? Do you remember whether or not any notice
15 was posted at your--were you at the north plant?

16 A. North plant, right.

17 Q. Do you know if any notices were posted about working
18 hours or Friday working hours earlier that week?

19 A. Not to my knowledge, I didn't.

20 Q. Not to your knowledge?

21 A. No.

22 Q. All right.

23 What happened next concerning your case?

24 A. Well, at that time we all walked out of the plant
25 together.

1 Q. Did you have any conversation during that walk--at the
2 time that you were walking out?

3 A. Yes, we had a conversation among ourselves at that time.

4 Q. Tell us what that conversation was.

5 A. That conversation, we, as a group, was discussing--
6 which was the seven that walked out--was discussing about how
7 unhappy they were about the cut in pay and the shift change
8 and the overtime that he wanted us to work without a longer
9 notice.

10 Q. What do you mean by "without a longer notice," did you
11 mention that?

12 A. He told--no, I didn't. He told me that morning when he
13 carried me into Mr. Stien's office about the shift change,
14 that's when he told me about the overtime. I don't know when
15 he told the rest of them about the overtime.

16 Q. About what overtime?

17 A. About working that same Friday night which we were just
18 getting off that Friday morning, about coming back that Friday.

19 Q. When were you first notified about having to work
20 Friday night?

21 A. That morning, Friday morning.

22 Q. All right.

23 At the time that you have mentioned already?

24 A. Right.

25 TRIAL EXAMINER: When you went into Barrett's office to

1 talk to him which was about 5:00 in the morning?

2 THE WITNESS: Well, it was approximately 4:30 or 5:00.

3 I would say it like that.

4 Q. (By Mr. Eckhardt) Was there anything said about that
5 matter or have you already covered that?

6 A. I have already covered that, I think.

7 Q. All right.

8 What was the next thing that happened concerning your
9 case after you walked out Friday night?

10 A. Well, after we walked out Friday night, we all went
11 home and reported back to work at different times, but before
12 we got back to work we had a regular union meeting.

13 Q. When was that?

14 A. That was on August 7th, I believe, the union meeting.

15 Q. What time of day?

16 A. 2:00, approximately 2:00.

17 Q. Where was that held and tell us what went on and who was
18 present and what happened at that union meeting?

19 A. The union meeting was held at the union hall on Highway
20 69, about 2:00 in the evening. It was about--

21 Q. You mean the afternoon?

22 A. 2:00 in the afternoon. It was approximately twenty or
23 twenty-one people present.

24 Q. Who was present at that meeting of importance?

25 A. A few of the seven that walked out and most of the

1 Q. What do you mean by "a few"?

2 A. Some of them weren't there, as I can remember.

3 Q. Was there more than half or less than half?

4 A. Less than half--more than half, I mean.

5 Q. Do you recall any of those at the union meeting? Well,
6 go ahead, who else was present at the union meeting?

7 A. Mostly all of the committeemens.

8 Q. Could you name some?

9 A. Sure.

10 Q. All right.

11 Go ahead.

12 A. Myself, Frank Love, George Lovin, who was the chairman,
13 and Peterbough and McCloud, I believe.

14 Q. All right.

15 Go ahead. What happened at this meeting?

16 A. The committeemens wanted to know really what happened
17 so they decided to ask me what happened so I told them what
18 Butch had related to us.

19 Q. Who is Butch?

20 A. R. L. Barrett. That's what we refer to him at the plant.

21 Q. What did you say?

22 A. I told them the mix-up that we had at the plant which
23 is the cut in two of the fellows' pay and the shift change and

24 R. L. Barrett wouldn't talk to us as a group.

25 Q. Before I forget it, can you remember where you are in

1 this union meeting?

2 A. I think so.

3 Q. Do you remember if everybody on the third shift showed
4 up on that Friday night?

5 A. No. Yes, I can remember, but not everybody didn't show.

6 Q. How many didn't show up?

7 A. Oh, there was five, I believe, that didn't show up for
8 work.

9 Q. How big was the shift in all?

10 A. I think there was thirteen in all.

11 TRIAL EXAMINER: Well, do you know why these five
12 didn't show up?

13 THE WITNESS: No, I didn't.

14 Q. (By Mr. Eckhardt) Did you ever have any conversation
15 with any of the five that didn't show up the Friday night,
16 either before or after Friday night, August 5th?

17 A. No.

18 Q. No one ever told you why they didn't show?

19 A. No, they didn't.

20 Q. Now, do you know where you were in the union meeting?

21 A. I think so.

22 Q. Take it from there. I think you said you were saying
23 something.

24 Q. I was explaining to this committee what the seven, what
25 happened to the seven that walked out.

1 Q. What did you say?

2 A. I was telling them about the change in the shift, the
3 cut in pay.

4 Q. What else?

5 A. The working hours that he gave me. He tried to sell me
6 the idea that it would be cheaper for me to come from Gladewater
7 four days a week instead of come from Gladewater five days a
8 week.

9 Q. Who was trying to sell you that?

10 A. R. L. Barrett was trying to sell me the idea.

11 Q. When?

12 A. August 5th.

13 TRIAL EXAMINER: When you were talking to him in the
14 office?

15 THE WITNESS: Right, when I was talking to him in the
16 office.

17 Q. (By Mr. Eckhardt) All right.

18 What else was discussed by you and the others at this
19 meeting on the afternoon of Sunday, August 7th?

20 A. Well, they decided to call some of the high officials.

21 Q. Excuse me. Was anything said concerning the short
22 notice?

23 A. The chairman asked me had we had a notice about the
24 change in shifts and I told him no--

25 Q. I am referring to Friday work, the short notice of

1 Friday work, Friday night work?

2 A. Not at this particular time, I can't remember.

3 Q. All right.

4 Go ahead.

5 A. We decided to call some of the high officials of the
6 company and somebody suggested to call Mr. Speas.

7 Q. All right.

8 You are referring to S-p-e-a-s?

9 A. Right.

10 Q. All right.

11 A. So George Lovin dialed Mr. Speas and no answer. So they
12 also decided to call Mr. Dave McKie and he got an answer. So
13 George Lovin said that Dave McKie said on the phone as they
14 was talking, he wanted to know would he talk--

15 Q. Who wanted to know?

16 A. George Lovin wanted to know would Mr. McKie talk to the
17 committeemens as a group.

18 Q. All right.

19 A. So George Lovin said he said, "No," that he wouldn't
20 talk to the committeemens as a group. It was against the
21 company rules. So the conversation went on and George Lovin
22 then asked Mr. McKie would he talk to Leon Clay, which is
23 myself, and Frank Love and himself, which is George Lovin, as
24 a group and he said no--George Lovin said Mr. McKie said, "No,"
25 he would talk to us one at a time. Then he hung up. I suppose

1 the conversation went on and then he hung up and he turned and
2 he told us that he told Mr. McKie that it wouldn't do any good
3 to talk to him alone.

4 Q. Talk to who alone?

5 A. George Lovin, the chairman of the committee.

6 Q. Were any other phone calls made?

7 A. Not as I can remember.

8 Q. Did you--all right.

9 Do you know if Mr. Charles Boyd was called?

10 A. Yes, but I wasn't in on that conversation.

11 Q. You just heard this from someone else?

12 A. Right.

13 Q. What was the next thing that happened at this union
14 meeting on August 7th about 2:00 concerning your case?

15 A. On August 7th, I was supposed to report back to work at
16 Tyler Pipe and Foundry to go to work on this change of shift
17 which I did about a quarter to six, because I was supposed to
18 go to work at 6:00.

19 Q. Were you supposed to go to work under the new shift at
20 the same time or a different time than the other employees who
21 were to go to work?

22 A. Different times to the best of my knowledge.

23 Q. Who was to go to work at the time that you were going to
24 go to work on August 7th, in the evening?

25 A. Adolphus Howard.

1 Q. Anybody else besides you and Adolphus Howard?

2 A. No, not that I know of.

3 Q. All right.

4 Go ahead. When did you get to the plant, what time?

5 A. It was a quarter to six, approximately.

6 Q. What did you see and hear when you got there?

7 A. As I approached the guard gate, this guard and Pete
8 Bowins was standing there at the guard gate. So Pete Bowins,
9 before I got directly to the guard, Pete Bowins pointed me
10 out to this particular guard and he stepped in front of me--

11 Q. Who did?

12 A. The guard stepped in front of me to keep me from entering
13 the gate. He asked me to hand over my badge and leave the lot
14 immediately.

15 Q. What badge was he referring to?

16 A. The company badge.

17 Q. Which has your name on it?

18 A. That's right, name pin and number. I handed my badge
19 over and went back and told Adolphus what he had said and he
20 said, "There's no reason of me going down," and we left the lot
21 immediately.

22 Q. Did you have any union insignia on you?

23 A. Yes, I did.

24 Q. What did you have on?

25 A. That committee badge and name pin.

1 Q. Did you have more than one union button?

2 A. I wore two at all times.

3 Q. I meant this time. The night of August 7th--

4 TRIAL EXAMINER: He said that he had both buttons on.

5 MR. ECKHARDT: Yes.

6 Q. (By Mr. Eckhardt) In your conversation on the morning
7 of August 5th with Barrett, did you have any union button on?

8 A. Right, I always wore mine.

9 Q. How many?

10 A. Two at all times.

11 Q. Now, these five employees that didn't show up, would you
12 recognize those people if they walked in the door?

13 A. Sure, they are home boys. I know them all.

14 Q. All right.

15 Did you go to any union meetings while you worked at the
16 company?

17 A. All the time.

18 Q. Did you ever see any of those five that didn't show up
19 on Friday night--excuse me--yes, Friday night, August 5th, did
20 you ever see any of those people at any union meetings that
21 you attended?

22 A. No, I didn't.

23 Q. Did you ever see any of those five that didn't show up
24 on Friday night wearing any union buttons at all?

25 A. Not to my knowledge.

1 TRIAL EXAMINER: Let's take a break for about five
2 minutes.

3 (A short recess was taken.)

4 TRIAL EXAMINER: Back on the record.

5 MR. ECKHARDT: Before I forget it, may I have the
6 termination letter that was given to this witness or forwarded
7 to him after his termination? Do you have that now?

8 MR. GREENE: Yes.

9 MR. ECKHARDT: I might put it in evidence if you have
10 the other people that were terminated, I could put them all in
11 at once.

12 MR. GREENE: They are all the same.

13 TRIAL EXAMINER: All right.

14 Why don't we stipulate that these were the same for all?

15 MR. GREENE: Just put in one and we can stipulate that
16 they were the same for the others.

17 THE WITNESS: That they were the same for all the others.

18 MR. ECKHARDT: Well, I would have to talk to my witnesses
19 about that. I don't know if they were all the same.

20 TRIAL EXAMINER: Well, you talk to the couple that you
21 have--

22 MR. GREENE: We are telling you that they were all the
23 same except the figures; the language was the same in it, Mr.
24 Eckhardt.

25 MR. ECKHARDT: I would rather just put them separately.

1 MR. GREENE: Well, just talk to the witnesses first then.

2 MR. ECKHARDT: Would the Reporter please mark this for
3 identification as GC 13.

4 (The document above-referred to
5 was marked as General Counsel's
6 Exhibit No. 13 for identification.)

7 TRIAL EXAMINER: For the record when I allowed the
8 amendment to the Complaint which has been designated as GC 13,
9 I admitted it in evidence at the same time.

10 (The document above-referred to,
11 heretofore marked as General
12 Counsel's Exhibit No. 13, was
13 received in evidence.)

14 MR. ECKHARDT: Would the Reporter please mark a second
15 copy here as GC 14.

16 (The document above-referred to
17 was marked as General Counsel's
18 Exhibit 14 for identification.)

19 Q. (By Mr. Eckhardt) Mr. Clay, I hand you GC 14 for
20 identification, and ask you if you have ever seen the original
21 of which this is a copy? Would you look at it carefully.

22 MR. SEAY: Pardon me. What is the number of that?

23 MR. ECKHARDT: 14.

24 Q. (By Mr. Eckhardt) Did you ever receive a letter, this
25 letter?

A. Yes, I did.

Q. The original of which this is a copy?

A. I think so.

1 Q. Is that in existence, the original? Do you know where
2 it is?

3 A. I couldn't say.

4 Q. Pardon.

5 A. I couldn't say, I might.

6 Q. You don't know where it is right now?

7 A. No.

8 MR. ECKHARDT: At this time we offer GC 14 for
9 identification in evidence.

10 MR. SEAY: No objection.

11 TRIAL EXAMINER: GC 14 is received in evidence.

12 (The document above-referred to,
13 heretofore marked as General
14 Counsel's Exhibit No. 14, was
received in evidence.)

15 Q. (By Mr. Eckhardt) Now, Mr. Clay, before this shift
16 change on August 5, 1966, about which you were told on that
17 Friday morning, were you ever told before that that there
18 would be a shift change involving you?

19 A. No.

20 Q. Do you know if the union was ever told before that?

21 A. Not to my knowledge.

22 Q. You were a member of the committee before that?

23 A. Right.

24 Q. For a long period of time?

25 A. A long period of time.

1 MR. ECKHARDT: At this time, we called Mr. Session.

2 C. V. SESSION

3 was called as a witness by and on behalf of the General
4 Counsel and, having been first duly sworn, was examined and
5 testified as follows:

6 TRIAL EXAMINER: State your full name and address and
7 please speak up in a loud voice.

8 THE WITNESS: I am C. V. Session. My address is
9 519 West 31st Street.

10 TRIAL EXAMINER: How do you spell your last name,
11 Mr. Session?

12 THE WITNESS: S-e-s-s-i-o-n

13 DIRECT EXAMINATION

14 Q. (By Mr. Eckhardt) Mr. Session, where are you now
15 employed?

16 A. Tyler Pipe and Foundry.

17 Q. In what department are you employed in?

18 A. I work in the fitting mill.

19 Q. How long have you worked for Tyler Pipe?

20 A. About 11 years.

21 Q. Did you ever hear some remarks between a Clifton
22 McCloud and L. E. Crow concerning the union?

23 A. I did.

24 MR. SEAY: Who is it? Mr. L. E. who?

25 MR. ECKHARDT: L. E. Crow.

1 Q. (By Mr. Eckhardt) Were you an employee of Tyler Pipe
2 at that time?

3 A. I was.

4 Q. And were you working or were you on strike?

5 A. I was on strike.

6 Q. All right.

7 Will you tell us about this incident starting with
8 when it occurred and what you heard and what you saw?

9 A. Well, on about August 17th, around midnight, Mr. Crow
10 came through the gate Tyler Pipe's north entrance and as he
11 was coming through the gate, well, McCloud was in his car
12 with a loud speaker on top and he says, "Here comes two good
13 men." Someone was in the car with Mr. Crow. He says, "Here
14 comes two good men, but they are scabs. How does it feel to
15 scab on your fellow worker?" Mr. Crow says, "You go to hell
16 you stupid S.O.B."

17 TRIAL EXAMINER: Did he say S.O.B. or did he spell it
18 out?

19 THE WITNESS: He spelled it out.

20 Q. (By Mr. Eckhardt) Well, you spell it out.

21 A. Son-of-a-bitch.

22 Q. What happened next?

23 A. Well, Mr. Crow was turning east on Highway 69 and
24 McCloud cranked up and started following him.

25 Q. Did you hear anything further said by McCloud or Crow?

1 Now, who else was in the immediate area?

2 A. Joe Jones.

3 Q. Was he walking the picket line with you?

4 A. Yes sir.

5 Q. Was that all?

6 A. That's all that was on the picket. Charlie Williams
7 was in the car with McCloud.

8 Q. Was there anyone else around the car of Mr. McCloud?

9 A. There was a fellow over there but I don't know his name.
10 He was from Western, I believe.

11 Q. How do you know he was?

12 A. I think he was.

13 MR. ECKHARDT: Excuse me. I didn't hear the witness.
14 Western?

15 THE WITNESS: Yes, sir.

16 MR. ECKHARDT: You are talking about a company?

17 THE WITNESS: Yes, sir. The Western Foundry, I think
18 that's where he worked.

19 Q. (By Mr. Greene) How do you know he was?

20 A. Well, I don't know that he was.

21 Q. What makes you think that he was?

22 A. I had seen him down at the shack there a few times,
23 down to the union shack.

24 Q. Did he say that he was from Western?

25 A. I didn't talk with him.

1 A. That's right.

2 Q. And when Mr. Crow was talking, you couldn't see him?

3 A. No, sir, I couldn't see him. He was on the opposite
4 side from me, not good.

5 Q. Could you see him at all?

6 A. I could discern him, slightly see him.

7 MR. ECKHARDT: Excuse me. Did you say, "discern"?

8 Did you say you could discern him?

9 THE WITNESS: I could.

10 MR. ECKHARDT: Thank you. Is that what the trial
11 examiner heard?

12 THE WITNESS: That's what I thought.

13 MR. GREENE: That's all.

14 MR. ECKHARDT: No further questions.

15 TRIAL EXAMINER: Thank you, Mr. Session. You are
16 excused.

17 (Witness Excused)

18 MR. ECKHARDT: At this time we call Ella Mae Campbell.

19 ELLA MAE CAMPBELL

20 was called as a witness by and on behalf of the General Counsel
21 and, having been first duly sworn, was examined and testified
22 as follows:

23 TRIAL EXAMINER: Would you speak up loud, please, and
24 give us your full name and address.

25

1 THE WITNESS: My name is Ella Mae Campbell. I live on
2 Route 9, Box 205, Tyler, Texas.

3 TRIAL EXAMINER: Talk a little louder, please.

4 THE WITNESS: Ella Mae Campbell, Route 9, Box 205, Tyler,
5 Texas.

6 TRIAL EXAMINER: Incidentally, let's go off the record
7 for a minute.

8 (Discussion off the record.)

9 TRIAL EXAMINER: On the record.

10 DIRECT EXAMINATION

11 Q. (By Mr. Eckhardt) When were you hired, Mrs. Campbell?

12 A. In May of 1966.

13 Q. What job were you hired to do?

14 A. Relief operator in the hub core department.

15 Q. What company do you work for?

16 A. Tyler Pipe.

17 Q. Who was your immediate boss, the boss right over you?

18 A. R. L. Barrett.

19 Q. R. L. Barrett?

20 A. (Nods head, "Yes.")

21 Q. Did you ever engage in, well, excuse me.

22 What was your job when you were hired?

23 A. Relief operator in the hub core department.

24 Q. How long did you continue to do that job?

25 A. Until I was discharged.

1 Q. All right.

2 Did you ever engage in any union activity while you
3 worked for Tyler Pipe?

4 A. Yes, I did.

5 Q. When did that activity first start?

6 A. In June.

7 Q. What year?

8 A. 1966.

9 Q. Do you know about when in June you first engaged in
10 union activity?

11 A. I attended my first union meeting the last part of June

12 Q. All right.

13 What other union activity did you engage in during the
14 time you worked for Tyler Pipe?

15 A. I signed a union card and I wore a union button.

16 Q. Approximately when did you sign a union card?

17 A. About the first of July after we had gone back from
18 off the Fourth of July.

19 Q. Pardon me. The Fourth of July?

20 A. Some where after we had gone back in from the holiday
21 of July.

22 Q. How soon after? Approximately, just your best estimate?

23 A. About the second week.

24 Q. In what?

25 A. July 1966.

1 Q. When did you first start wearing your union button?

2 A. Along about the second week in July 1966.

3 Q. How long did you wear it after that?

4 A. I wore it several times a week until I was discharged.

5 Q. You wore it seven times a week?

6 A. Several times.

7 Q. Several times a week. I am sorry.

8 Did any supervisor see you wearing this button?

9 A. Yes, they was around in the plant occasionally.

10 Q. Who saw, which supervisors saw you wearing a union
11 button?

12 A. Bill Palmer.

13 Q. Anyone else?

14 A. R. L. Barrett.

15 Q. Anyone else?

16 A. Pete Bowins.

17 Q. All right.

18 Do you have that button with you?

19 A. I think I do.

20 Q. Will you hold it up, please?

21 MR. ECKHARDT: May we have the stipulation that the
22 button that the witness held is a silver button similar to
23 the buttons that have been held up by the other witnesses?

24 TRIAL EXAMINER: So stipulated.

25 MR. GREENE: Yes.

1 Q. (By Mr. Eckhardt) All right.

2 Mrs. Campbell, were you ever told by anyone that your
3 hours would be changed?

4 A. Yes, I was.

5 Q. Will you state when that occurred?

6 TRIAL EXAMINER: Let's go off the record for a minute
7 here.

8 (Discussion off the record.)

9 TRIAL EXAMINER: On the record.

10 Q. (By Mr. Eckhardt) Mrs. Cambell, can you tell us
11 whether or not you were ever told by supervisors that your
12 hours would change?

13 A. Yes, I was.

14 Q. Will you state when this occurred including the
15 approximate time of day, who was present, and what was said?

16 A. It was August 5, 1966, about 4:40 a.m. in the morning.
17 Frank Love came in the department where I was working and told
18 me that R. L. Barrett wanted to see all of the ladies in the
19 lab. The ladies was Emma Jean Dixon, Frances Johnson, A. M.
20 Gordon, and myself.

21 Q. Excuse me. Did you say "A. M. Gordon"? I couldn't
22 hear you.

23 A. A. M. Gordon.

24 Q. Thank you.

25 Go ahead.

1 A. And myself. We got together and went immediately into
2 the lab. R. L. Barrett called us one by one in his office.
3 He called me in first and he told me that there was going to
4 be a change in the shift; where there had been three 8-hour
5 shifts, they were going to have two 10-hour shifts. Barrett
6 told me that my hours would be changed; where I had been work-
7 ing eight hours five days a week, I would be working four hours
8 for nine days including Thursday and Friday of the week. I
9 would have to come in an extra day and--

10 TRIAL EXAMINER: You mean four days of nine hours;
11 not four hours for nine days?

12 THE WITNESS: Four days and work nine hours.

13 TRIAL EXAMINER: All right.

14 THE WITNESS: Thank you.

15 A. (Continuing) He also told me that I would have to come
16 in some extra day and work a half a day to make up my forty
17 hours. I asked him, "Why did this happen?" R. L. Barrett
18 said to me that the company--he stated it like this: "That the
19 company didn't need the three shifts as of right now." And I
20 left out.

21 Q. (By Mr. Eckhardt) Where did you go immediately after
22 that?

23 A. I went back to the hub core department.

24 Q. Did you talk to anyone?

25 A. When I went back into the hub core department?

Q. Yes.

1 Q. Then what happened?

2 A. After we was getting off from work, we gathered--some of
3 the group--on the outside and we talked a little bit about this
4 matter, how unhappy we was.

5 Q. Your group of whom?

6 A. It was Frances Johnson, Emma Jean Dixon, Frank Love, J.W.
7 Hargest, Adolphus Howard, and myself.

8 Q. You mean Adolphus Howard?

9 A. Yes.

10 Q. Go ahead.

11 A. We talked just about two or three minutes about this
12 matter.

13 Q. What did you say? What was said?

14 A. Well, this is what was said: Definitely I said that I
15 was unhappy about the nine hours and having to work all night
16 long and the short notice that we was going to have to come in
17 and work the overtime which was that Friday night would have
18 been our closing hour for that week and we wouldn't have had
19 to work.

20 Q. When were you first notified of the Friday night shift?

21 A. When I was in R. L. Barrett's room, he told me that I
22 would have to come back in Friday night and work.

23 Q. That was when?

24 A. Friday night.

25 Q. I mean when were you told?

1 A. August 5th.

2 Q. But when were you told that you had to work Friday night
3 for the first time?

4 A. For the first time was when I was in his office talking
5 to him.

6 Q. Which was when?

7 A. August 5th, about 4:40 a.m.

8 Q. All right.

9 Now, go ahead. I interrupted you; can you remember
10 what you were saying?

11 A. Yes.

12 Q. Go ahead from that point.

13 A. We discussed about how unhappy we was and about coming
14 in and working overtime, which was that Friday night, on the
15 short notice and our shift was going to change that Sunday,
16 which was August 7, 1966. I was to report back to work at
17 7:00 p.m. on Sunday evening.

18 Q. Did you all say anything else or is that all you said
19 after you got off that morning?

20 A. Yes, that morning--

21 Q. All right.

22 What's the next--

23 A. --and we went home.

24 Q. Excuse me. I didn't hear what you said. You said
25 something and I didn't hear.

1 A. I said, "Yes, and we went home."

2 Q. I see. Well, after you went--what was the next thing
3 that happened concerning your case?

4 A. On August 5, 1966, about 9:40 p.m. I reported back to
5 work at Tyler Pipe. I sat down on the outside of the snack
6 bar along with some of the employees that had reported for work.

7 Q. How many had reported?

8 A. To my best of knowledge, it was around eight of us.

9 Q. Who reported?

10 A. Emma Jean Dixon, Frances Johnson, J. W. Hargest,
11 Adolphus Howard, Leon Clay, Frank Love, A. M. Gordon, and
12 myself.

13 Q. All right.

14 What happened at that time?

15 A. While we were sitting out there, I asked Leon Clay;
16 "Is this all that came to work tonight?" and Clay said, "Yes,"
17 and I asked Clay, "Are we going to work?" and he said, "I
18 don't know. We might not work. We will have to talk to
19 R. L. Barrett and see whether he will talk to us as a group."

20 Q. What happened after that?

21 A. Immediately following after that about a quarter to
22 ten, we got up and started in to the plant. The men folks
23 went on ahead, on inside the plant. The ladies stopped on
24 the outside a little piece. While we were standing there
25 R. L. Barrett walked up. He stopped first where we ladies

1 was for a few minutes and I asked him what days would I have
2 to come in to work to make up my forty hours and R. L. Barrett
3 and I kind of walked off a piece and he looked at a piece of
4 paper and he said, "You might have to come in sometime on a
5 Friday morning and work a half a day." Then he said, "I just
6 don't know now. We will work out something for you."

7 We returned. Barrett went over to where the men folks
8 was standing. I first saw him talking to Frank Love, but from
9 the distance, I don't know what they were saying. When I
10 walked back, I stopped where the ladies was. When I looked
11 again just about five minutes, the conversation had broke up.
12 The men folks was walking off.

13 When R. L. Barrett turned, he had a piece of paper and
14 a pencil and he was writing. He walked over to where we ladies
15 was. Frances Johnson was the first that spoke. He said, "Are
16 you going to work?" and Frances Johnson said, "No, I am not
17 going to work tonight," and Frances kind of walked off. Then
18 he turned and Emma Jean Dixon was the next one that spoke. He
19 said, "Are you going to work tonight?" and Emma Jean Dixon said,
20 "No, I am not going to work tonight." He said, "I presume you
21 quit?" Emma Jean Dixon said, "No, I am not quitting." She
22 said, "I will be back to work Sunday night." She walked off.

23 He turned to me and he asked me, "Are you going to work
24 tonight?" I said, "No, I am not going to work tonight." He
25 said to me, "I call it quit." I said, "No, I am not quitting."

1 I don't want to quit, but I am not going to work tonight," and
2 I turned and the rest of them was on the outside and I joined
3 the group and we left immediately.

4 Q. All right.

5 What was the next thing that happened concerning this
6 case?

7 A. On August 7th of 1966, about 6:45, I reported back to
8 Tyler Pipe--

9 Q. Excuse me. Did you attend any union meeting on Sunday
10 afternoon?

11 A. No, I knew about the meeting, but due to my church
12 activities I didn't go to the meeting.

13 Q. All right.

14 Go ahead.

15 A. About 6:45, I reported back to Tyler Pipe and Foundry
16 Company for work. As I was entering the gate number two, the
17 guard who was standing on the outside and I walked up--I am
18 sorry--but just before that as I was entering the plant, I met
19 Emma Jean Dixon and Frances Johnson. They was in the car with
20 Andrew Smith. Andrew Smith said to me, "There's no use in
21 your going in because they are not going to let you work."
22 Then Andrew Smith said, "Pull your badge off and lay it in the
23 car and they might let you go in." So I did.

24 As I entered the gate number two, the guard was standing
25 on the outside and he looked at me and he asked this question:
He said, "Are you one of the seven that walked off Friday night?"

1 I told him, "Yes." He looked at me and he said, "Do you want
2 to work?" and I told him, "Yes." By that time he says, "I
3 have to call Barrett." He started in to his little office and
4 he says, "No, I see Pete"--I later learned his name was Pete
5 Bowins--he said, "I'll ask him."

6 So immediately after that time Mr. Bowins walked up and
7 he looked at him and he says, "Here's one of your ladies. She
8 says she wants to work; what about her?" Pete kind of looked--
9 Pete Bowins was hesitant for a few minutes and then he looked
10 at me and he says, "She's all right. Let her go in," and I
11 went in and I worked my nine-hour shift that Sunday night. I
12 got off duty at 4:30 a.m. the next morning.

13 Q. All right.

14 When you got off of that shift on Sunday night, was
15 there anything different about that shift than any other shift
16 that you have ever worked on?

17 A. I noticed that most of the employees was some that was
18 on the second shift. Only two that worked with me worked that
19 night.

20 Q. What do you mean "That worked with you"?

21 A. In the hub core department where I worked.

22 Q. How many on that Sunday night that you worked, which
23 was August the 7th, were off of the third shift?

24 A. Worked that particular night?

25 Q. Yes, how many off of the third shift were permitted to
work on the Sunday night that you worked, which was August 7th?

1 A. Just one and two including myself.

2 Q. Who was the other?

3 A. W. E. Harper and Ella Mae Campbell, myself. We was the
4 only two off of the third shift that worked that I definitely
5 knew. I think I know most of them.

6 Q. You just said Harper and yourself?

7 A. Yes.

8 Q. Approximately how many in all worked on that Sunday night
9 shift of August the 7th, approximately how many? How big was
10 the shift?

11 A. Definitely I couldn't say.

12 Q. Was it much bigger than the third shift?

13 A. It seemed to be more than usually, than the shift that
14 I worked with.

15 Q. What is your best estimate of approximately how many
16 people worked on that Sunday night shift? Just your best
17 estimate.

18 A. Well, I was running a machine, but I would kind of look
19 around sometimes. It looked like it might have been around
20 fifteen or sixteen, but I am not positive of that.

21 Q. How many normally worked on the third shift before this
22 change?

23 A. There was thirteen of us, I think.

24 Q. All right.

25 When you get back to report for work on Friday night,

1 on August 5th, how many showed up?

2 A. Off of my shift?

3 Q. Yes.

4 A. Just one.

5 Q. I am talking about Friday night.

6 A. Oh, there was eight of us showed up.

7 Q. How many was missing off of the third shift?

8 A. There was five that was missing. If I be allowed to
9 say this, I didn't think it then, but when I was entering the
10 plant, it was two of those five that was standing on the out-
11 side of the gate.

12 Q. Now, when was this?

13 A. This was August 7th, 1966, when I was reporting for my
14 change in shift.

15 Q. All right.

16 Who were these?

17 A. That was Manzell Gordon and Rocky.

18 Q. What were they doing at that time?

19 A. They had reported to work but they had been turned back
20 because they didn't work that particular night.

21 Q. What particular night?

22 A. That Friday night when we were supposed to work,
23 scheduled to work overtime. They had been turned back and they
24 said that they was sending them home because they didn't work,
25 but they could come back the next day to work, but they fired

1 them.

2 Q. Do you know what the company policy was before the walk
3 out or the company rule was before the walk out on Friday work
4 with respect to not showing to work without telling anybody?

5 A. I think I do because during that time I noticed several
6 of the mens that didn't report to work sometimes and they
7 would send them back home for a day and let them come back to
8 work.

9 Q. Was that the company rule?

10 A. That's what they told me.

11 Q. Was that the custom?

12 A. Well, that was the custom.

13 Q. Did it ever happen to you?

14 A. No, because I never did miss a day.

15 Q. Did it ever happen to anyone else that you knew?

16 A. Yes, it happened to Rocky.

17 Q. Rocky who?

18 A. I am sorry. I can't call his first name.

19 Q. Anyone else that you recall that it happened to?

20 A. It happened to another lady that worked by the name
21 of Willis. I can't call her first name, but her name was
22 Willis.

23 Q. How long before you were terminated, how long had you
24 worked with this five that didn't show up on Friday night,
25 approximately? Your best estimate?

1 A. About three months.

2 Q. During that three-month period, did you ever see any of
3 those five ever wear union buttons?

4 A. No, I didn't.

5 Q. Did you attend any union meetings during that period?

6 A. I went to two meetings.

7 Q. Did you see any of those five at those two union meet-
8 ings that you attended?

9 A. No, I didn't.

10 Q. Do you remember where you were before I interrupted
11 you? Where had you gotten in your testimony?

12 TRIAL EXAMINER: She had completed her shift on Sunday
13 evening.

14 Q. (By Mr. Eckhardt) You had completed--

15 A. We was talking about--

16 Q. You had completed your shift that had started Sunday
17 night, is that correct?

18 A. (No response.)

19 Q. When did you complete that Sunday night shift--excuse
20 me. I would like to know about that Sunday night shift.

21 A. I worked my nine hours.

22 Q. During that nine-hour period, was anything said about
23 there being a shortage of workers?

24 A. No, wasn't anything said to me.

25 Q. Do you know whether the five that didn't report for
work on Friday night, whether or not they were supposed to

1 report for work on Sunday night like you did?

2 A. Yes, I know that.

3 Q. How do you know that?

4 A. Some of them said we was to come back on Sunday night.

5 TRIAL EXAMINER: Did you see them working that Sunday
6 night?

7 THE WITNESS: Did I see them?

8 TRIAL EXAMINER: Yes.

9 THE WITNESS: No, because they didn't come to work. I
10 saw only two, the two that I told you was on the outside of
11 the gate and had been turned around. That was Manzell Gordon
12 and Rocky. They reported for work, but they sent them back
13 home. I saw those two.

14 TRIAL EXAMINER: Did you go to work the next night?

15 THE WITNESS: No.

16 Q. (By Mr. Eckhardt) Now, you are saying Rocky somebody?

17 A. No, sir.

18 Q. Would that be Donald Roberts, Melvin Lockett, Otis
19 Gordon--

20 A. Melvin Lockett, that's who it is.

21 Q. Is Melvin Lockett known otherwise as Rocky? Is that
22 correct, as far as you know?

23 A. I don't know about that because I think I have always
24 called him--it's Rocky or Lockie, one.

25 Q. Would you recognize him if he walked in the door?

1 A. Yes, I know him definitely.

2 Q. You worked with him for about three months?

3 A. That's right.

4 Q. You don't know whether or not the other three of those
5 who didn't show up for Friday night, you don't know whether or
6 not those other three ever came to work Sunday night?

7 A. No, I couldn't tell you that because when I reported to
8 work I was by myself. I was going to go in at 7:00 o'clock
9 and start working which I had always tried to get there a little
10 early and--

11 TRIAL EXAMINER: O.K. You have answered the question.

12 THE WITNESS: O.K., thank you.

13 Q. (By Mr. Eckhardt) During that shift of Sunday night,
14 were there any new faces?

15 A. Yes, there was plenty of them.

16 Q. On that shift?

17 A. Yes.

18 Q. Were these new faces from the second shift?

19 A. They was.

20 Q. Was there any new employees on that shift?

21 A. I don't know about that.

22 Q. Was there anybody on that shift that you knew had been
23 hired since Friday?

24 A. No. As far as a new employee being hired, I am almost
25 positive to say no because occasionally when we would leave

1 in the morning, this shift would relieve us and I would see
2 them.

3 Q. Oh, were you familiar--if these members of the second
4 shift walked in the door, would you recognize them just by
5 their faces?

6 A. Sure, I know them. Most of them I would. I wouldn't
7 tell you that I would know all of them, but most of them be-
8 cause sometimes I would stop and talk to them.

9 Q. Was there anybody on that shift that Sunday night that
10 you saw working that ^{you} hadn't seen before at sometime working at
11 Tyler Pipe?

12 A. No, not that I can recall.

13 Q. What happened now after you got off that Sunday night
14 shift, which would have been early Monday morning?

15 A. That's right.

16 Q. What time?

17 A. 4:30 a.m. in the morning.

18 Q. All right.

19 What was the next thing that happened concerning this
20 case?

21 A. Well, the next thing, on August 8, 1966, I reported
22 back to work at Tyler Pipe and Foundry Company.

23 Q. At about what time?

24 A. About 6:45.

25 Q. In the morning or evening?

1 A. P.M.

2 Q. Tell us what you saw and what you heard and what was
3 said, if anything?

4 A. As I was entering the gate number two, the guard was
5 walking around on the outside of the gate and when I made a
6 turn, he said, "Mrs. Campbell, I have orders to take your
7 badge this afternoon," and I said, "What for?" and he kind
8 of looked at me and kind of smiled and said, "I don't know."

9 I took my badge off and gave it to him, and then he
10 said, "You can report to the personnel office," and I asked
11 him, I said, "When?" and he said, "Any morning or any other
12 time," and I left. I gave him my badge and I left.

13 On August--

14 Q. Go ahead. What was the next thing that happened con-
15 cerning your case?

16 A. On August 8, 1966, about 10:00 a.m., if I am positive,
17 I reported to the personnel office. I asked the secretary
18 could I speak to one of the personnel mens because I didn't
19 know who to ask for and she asked me, "Who?" I told her that
20 I definitely didn't know, but it was concerning the eight that
21 walked off that Friday night and she said, "Dave McKie," and
22 she called him. She told me that I would have to wait about
23 twenty-five minutes before I could talk to him.

24 I waited, I guess, about twenty-five minutes. He came
25 to the door and he said, "Mrs. Campbell." So I went with him

1 in his office and he had my file and I asked him was I fired
2 and he says, "I am sorry that things like these have to happen,
3 but when a person shows up and not work, we can't use people
4 that show up and don't work. You understand that?" Then he
5 said to me if I had anything that belonged to the plant, well,
6 I could bring it back and he would refund my money. Then I
7 left.

8 Q. Is that the last that you ever saw--did you ever have
9 any contact with supervisors of Tyler Pipe and Foundry Company
10 after that?

11 A. No, I didn't.

12 Q. Did you receive any letter from the company?

13 A. Yes, I received a letter stating--because that day I
14 didn't get my money and I left. He stated that I could come
15 and pick up my check.

16 Q. When did you finally get your check? Did you get it
17 in person or by mail?

18 A. I went over there and got it.

19 Q. Was there any conversation at that time with any
20 supervisor?

21 A. No, wasn't a word said.

22 MR. ECKHARDT: May we have the witness's termination
23 letter, Mr. Greene?

24 Would the reporter please mark this as GC15.

25 (The document above-referred to
was marked as General Counsel's
Exhibit No. 15 for identification.)

1 MR. ECKHARDT: Do you happen to have the original--
2 excuse me.

3 Q. (By Mr. Eckhardt) I will show you GC 15, Mrs. Campbell,
4 and ask you if you know where the original of this letter is?

5 A. You mean the one that I have?

6 Q. Yes.

7 A. No, I couldn't tell you definitely. It is probably at
8 home.

9 Q. Would you look at it and see if this is a copy of the
10 letter that you received on about the date shown?

11 A. Yes--

12 Q. If you will note the date of August 16, 1966.

13 A. Yes, it was reading like this.

14 MR. ECKHARDT: All right.

15 At this time we offer into evidence GC 15 for identifi-
16 cation.

17 MR. GREENE: No objection.

18 TRIAL EXAMINER: GC 15 is admitted in evidence.

19 (The document above-referred to,
20 heretofore marked as General
Counsel's Exhibit No. 15 was re-
ceived in evidence.)

21 MR. ECKHARDT: No further questions of this witness at
22 this time.

23 MR. SEAY: We would like to have the affidavit.

24 TRIAL EXAMINER: Let's take a break of five minutes.

25 (A short recess was taken.)

1 Q. Well, Mr. Frank Love was a member of the in-plant
2 committee and Mr. Leon Clay was a member of the in-plant
3 committee?

4 A. Yes.

5 Q. And you knew that?

6 A. Yes, I knew that.

7 Q. And after Barrett, on August 5th, had talked to you and
8 the other employees about this new shift, then, Frank Love and
9 Leon Clay talked to you as well as the other employees, is
10 that when you folks asked--decided that you were going to ask
11 Mr. Barrett to talk to you as a group?

12 MR. ECKHARDT: That question does confuse me because I
13 don't know when he is talking about.

14 TRIAL EXAMINER: Do you understand the question, Mrs.
15 Campbell?

16 THE WITNESS: On August 5, 1966, about 9:45, as we was
17 going in to the plant to work, as I stated, Frank Love and
18 Leon Clay mentioned--and it wasn't no more than just about a
19 minute or two--that we were going to ask R. L. Barrett will he
20 talk to us as a group, and if not, we will not work tonight.

21 TRIAL EXAMINER: O.K. And you all agreed to that?

22 THE WITNESS: Yes.

23 Q. (By Mr. Seay) Do you know Mr. Cecil Thomas, the
24 employee advisor?

25 MR. ECKHARDT: I object unless the relevance of this

1 little more, a little more determination.

2 Q. (By Mr. Seay) Now, would you repeat again, please--

3 A. I said that I didn't know Cecil Thomas.

4 Q. Well, I didn't understand that, I am sorry.

5 Just wait a minute. Would you repeat again, please,
6 your conversation with Mr. Dave McKie. What date was it? I
7 understand that you came back, you testified that you came
8 back Sunday night and worked for nine hours. And now, when
9 did you see Mr. Dave McKie?

10 A. If I am not making a mistake, it was August 9, 1966.

11 Q. Would that be the next day?

12 A. The next day in the personnel office.

13 TRIAL EXAMINER: About 10:00 o'clock in the morning?

14 THE WITNESS: About 10:00 o'clock in the morning.

15 Q. (By Mr. Seay) All right.

16 Now, what was discussed?

17 MR. ECKHARDT: Mr. Examiner, can the witness have a
18 calendar if she desires?

19 TRIAL EXAMINER: She hasn't asked for one and she testi-
20 fied to the best of her memory. Let's stick to the question.

21 A. The conversation that was between Mr. Dave McKie was
22 this: He came and got me and he said, "Mrs. Campbell, come
23 go with me." We went in the office and he had my file there
24 and when I looked and seen it, well, I asked him was I fired
25 and then he said, "Well, I'm sorry that these things have to

1 happen, but we can't use people that will not work. You are
2 terminated."

3 Q. (By Mr. Seay) In other words, when you are assigned
4 work, he stated to you that when a person refused to do the
5 job and work the schedules they were assigned and walked off
6 the job that he couldn't have people that would not work
7 those assigned schedules?

8 MR. ECKHARDT: I object to characterizing the witness'
9 testimony.

10 A. He didn't say that. All I know is what he said to me.

11 TRIAL EXAMINER: He is asking her the question if that
12 is what he said.

13 A. (Continuing.) He didn't make that remark. All I know
14 is what he said to me, what he meant. I couldn't say unless
15 I heard it.

16 Q. (By Mr. Seay) He didn't tell you that when a person re-
17 fused to do a job and work schedules assigned and walked off
18 the job that the company couldn't have employees that would
19 do that?

20 A. The company?

21 Q. Did Mr. McKie tell you that? That's my question.

22 A. He said something kind of on that order that we can't use
23 peoples that are not willing to work. Maybe I am not quoting
24 the same words, but it was on that same basis because I don't
25 remember that good.

1 MR. SEAY: Thank you. That's all.

2 MR. ECKHARDT: No further questions.

3 TRIAL EXAMINER: Thank you, Mrs. Campbell. You are ex-
4 cused.

5 (Witness excused.)

6 MR. SEAY: Let the record show that I am giving this
7 affidavit back to the Government's Counsel.

8 MR. ECKHARDT: We call Raymond Bickerdike.
9 Whereupon,

10 RAYMOND BICKERDIKE

11 was called as a witness by and on behalf of the General Coun-
12 sel and, having been first duly sworn, was examined and testi-
13 fied as follows:

14 TRIAL EXAMINER: Raise your voice and state your full
15 name and address.

16 THE WITNESS: Raymond Bickerdike.

17 TRIAL EXAMINER: How do you spell your last name?

18 THE WITNESS: B-i-c-k-e-r-d-i-k-e, Route 1, Box 300,
19 Troup, Texas.

20 TRIAL EXAMINER: Very good. Keep your voice up.

21 DIRECT EXAMINATION

22 Q. (By Mr. Eckhardt) All right.

23 Mr. Bickerdike, have you ever worked for Tyler Pipe and
24 Foundry Company?

25 A. Yes, sir.

1 Q. Where are you working now?

2 A. Tyler Pipe and Foundry, south plant, pallet conveyor.

3 Q. How long have you worked there, Mr. Bickerdike?

4 A. Approximately six months.

5 Q. Who has been your immediate boss, your immediate super-
6 visor?

7 A. Jake Stewart.

8 Q. Pardon me?

9 A. Jake Stewart, my immediate boss.

10 Q. Are you referring to Stewart?

11 A. Yes, sir.

12 Q. What is his first name?

13 A. Jake Stewart. That's on the--

14 Q. Is he known as James Stewart?

15 A. That's his brother.

16 MR. ECKHARDT: May we have a stipulation that Jake
17 Stewart--

18 Q. (By Mr. Eckhardt) --is it Jake or James?

19 A. James was the one that had talked to me.

20 Q. But I mean the person that you are working under, his
21 name?

22 A. James Stewart--Jake Stewart is mine.

23 Q. Jake Stewart?

24 A. Yes, sir.

25 MR. ECKHARDT: May we have a stipulation that Jake

1 Stewart is a supervisor within the meaning of the Act and has
2 been since this employee has been employed at Tyler Pipe?

3 MR. SEAY: I don't know whether he is talking about Jay
4 Stewart, Jake Stewart, or James Stewart.

5 THE WITNESS: Jake.

6 MR. SEAY: J-a-k-e?

7 THE WITNESS: (Nods head, "Yes.")

8 MR. SEAY: Jake Stewart is your immediate boss?

9 THE WITNESS: That's right.

10 MR. GREENE: We will stipulate that.

11 MR. ECKHARDT: All right.

12 Q. (By Mr. Eckhardt) Now, Mr. Bickerdike, did you ever
13 have a conversation with any supervisor at Tyler Pipe and
14 Foundry Company where soliciting for the union was mentioned?

15 A. Yes, sir.

16 Q. Would you state approximately when that happened, in-
17 cluding the approximate time of day, who was present, and
18 what was said, please?

19 MR. SEAY: I am going to object to that until he identi-
20 fies who the supervisors were that he is talking about.

21 TRIAL EXAMINER: Well, ask him what supervisor he talked
22 with first.

23 Q. (By Mr. Eckhardt) What supervisor did you talk to first?

24 A. The man that I talked to was the south plant supervisor.

25 Q. What was his name?

1 A. James Stewart.

2 Q. Approximately when was this?

3 A. August 23rd, approximately 8:15.

4 Q. What year?

5 A. 1966.

6 MR. ECKHARDT: May we have a stipulation that James
7 Stewart, S-t-e-w-a-r-t, was a supervisor within the meaning
8 of the Act employed by Tyler Pipe and Foundry Company on or
9 about August 23, 1966?

10 MR. GREENE: Yes, sir.

11 MR. ECKHARDT: Thank you.

12 Q. (By Mr. Eckhardt) Go ahead, Mr. Bickerdike.

13 A. I was called in the office and they told me--we talked
14 about it and he told me that I had my rights to go out on
15 strike if I wanted to and the company had their rights and
16 they wanted me to do a day's work.

17 Q. Now, were you working at the time that you were called
18 into the office?

19 A. Yes, sir, I went in and worked just like I normally do.

20 Q. All right.

21 About what time of day was this?

22 A. 8:15 in the evening.

23 Q. When had you gone to work?

24 A. I had went to work at 8:00 o'clock, August 23, 1966.

25 Q. All right.

1 Go ahead, please.

2 A. He told me that the company had their rights and they
3 wanted me to do a day's work and that the company didn't want
4 me to be soliciting for the union any time in the plant, be-
5 fore work, after work, break time, or lunch time. That's
6 about all that was said and I walked out--when I started to
7 walk out the door, I told him that anybody that started talk-
8 ing to me about the union, I'm going to start talking back
9 to them and I went on back to work.

10 Q. All right.

11 Was anyone else present during this conversation?

12 A. There was another boss man there, and I don't know who
13 he was. He might have been the second shift boss. I'm not
14 for sure about that.

15 Q. Are you sure about James Stewart?

16 A. Yes, sir.

17 MR. ECKHARDT: No further questions of this witness at
18 this time.

19 MR. GREENE: Did he give you a statement?

20 MR. ECKHARDT: Pardon.

21 MR. GREENE: Did he give you a statement?

22 MR. ECKHARDT: Yes. Not me, but he gave a statement--

23 MR. GREENE: I want to look at it.

24 Q. (By Mr. Eckhardt) You gave a statement?

25 A. Yes, sir.

1 Q. Do you know who you gave it to, what the man's name was?

2 A. Mr. Cleveland, Frank Cleveland.

3 MR. GREENE: I am giving the statement back to him.

4 TRIAL EXAMINER: All right. We are ready to go ahead.

5 MR. ECKHARDT: Yes.

6 CROSS EXAMINATION

7 Q. (By Mr. Greene) Mr. Bickerdike, did you go out on strike
8 in August?

9 A. Yes, sir.

10 Q. When did you return to work?

11 A. August 23, 1955.

12 Q. Is this when they called you in about the solicitation?

13 A. Yes, sir.

14 Q. Had you been soliciting for the union prior to that time?

15 A. No, sir.

16 Q. All you had done is go out on strike?

17 A. Yes.

18 Q. Mr. Stewart told you that you had a right to strike, but
19 the company had some rights too, and they wanted you to do a
20 day's work?

21 A. Yes, sir.

22 Q. And then he said that he didn't want you to solicit for
23 the union?

24 A. Yes, sir.

25 Q. Did he say that he didn't want you to solicit for the

1 union on company time?

2 A. He said at any time once I had come in the plant.

3 Q. Once you came on the plant--

4 A. Once I came on the plant property--

5 MR. ECKHARDT: I don't think the reporter heard his last
6 answer, is that correct?

7 THE REPORTER: Yes.

8 A. (Continuing.) He didn't want me to solicit for the union
9 any time, once I come in the plant, once I come on plant pro-
10 perty.

11 Q. (By Mr. Greene) And you said back to him what?

12 A. When I walked out the door, I told him, I said, "Someone
13 starts talking to me about the union, I am going to talk back
14 to them."

15 Q. Regardless of when it was?

16 A. That's right.

17 MR. ECKHARDT: Objection unless he stated regardless of
18 when it was. I think that's highly objectionable. That's a
19 misinterpretation of his prior testimony and I object on that
20 ground.

21 MR. GREENE: He didn't qualify it. I am just asking for
22 an explanation of what he meant.

23 MR. ECKHARDT: That's inadmissible, if anything is, what
24 he meant if he didn't state it.

25 TRIAL EXAMINER: I will let the answer stand. Overruled.

1 Proceed.

2 MR. GREENE: That's all.

3 MR. ECKHARDT: No further questions.

4 TRIAL EXAMINER: Thank you very much. You are excused.

5 (Witness excused.)

6 MR. ECKHARDT: I call Joe Smith

7 Whereupon,

8 JOE SMITH

9 was called as a witness by and on behalf of the General Coun-
10 sel and, having been first duly sworn, was examined and testi-
11 fied as follows:

12 TRIAL EXAMINER: Would you speak up in a loud voice and
13 state your full name and address.

14 THE WITNESS: My name is Joe Smith, 1729 N. Moore, Tyler,
15 Texas.

16 On about August 18th or 19th--

17 MR. ECKHARDT: Excuse me.

18 TRIAL EXAMINER: We have no questions before you. Wait
19 until he asks you a question.

20 MR. ECKHARDT: Did they get you confused?

21 THE WITNESS: Yes.

22 TRIAL EXAMINER: He is beating you to the punch.

23 DIRECT EXAMINATION

24 Q. (By Mr. Eckhardt) Have you ever worked for Tyler Pipe.,

25 Mr. Smith?

1 A. Yes, sir.

2 Q. All right.

3 When did you go to work for them?

4 A. Approximately seven years ago.

5 Q. All right.

6 Have you worked for them continuously since that time?

7 A. Yes, sir.

8 Q. Are you now working there?

9 A. Yes, sir.

10 Q. All right.

11 Are you appearing here under a subpoena?

12 A. Yes, sir.

13 Q. Since January 1st of this year, Mr. Smith, who has been
14 your boss right over you?

15 A. J. B. Durant.

16 Q. J. B. Durant?

17 A. Yes, sir.

18 Q. All right.

19 During the time that you worked--excuse me--since--with-
20 draw it.

21 Since the election of August 5th, 1965, have you ever had
22 a conversation with--withdraw it.

23 Do you recall whether or not you ever were present where
24 a supervisor talked to an employee on a picket line concerning
25 an automobile?

1 A. Yes, sir.

2 Q. All right.

3 Will you state when this occurred?

4 A. Well, on about August 18th or 19th, Ashcraft and I was
5 walking on the picket line--

6 Q. What year was this?

7 A. 1966.

8 TRIAL EXAMINER: What was the name?

9 THE WITNESS: Ashcraft.

10 MR. SEAY: We would like to have the supervisor--

11 MR. ECKHARDT: I think the man is coming into that.

12 TRIAL EXAMINER: He will testify to it.

13 Now, go ahead.

14 A. (Continuing.) About August 18th or 19th, in front of
15 the personnel office, me and Ashcraft were walking picket and
16 J. W. Grisham come out and told him if he got one payment be-
17 hind on his car--

18 MR. SEAY: We object--

19 A. (Continuing.) --he was going to take it away from him.

20 MR. SEAY: We object to that because J. W. Grisham is
21 not a supervisor at our company. That's why I asked the ques-
22 tion to find out who he was going to ask him about. I move
23 to strike that answer.

24 MR. ECKHARDT: May we have a stipulation--

25 MR. SEAY: No, sir, he's not a supervisor.

1 MR. ECKHARDT: Well, I didn't ask for that kind of a
2 stipulation, Mr. Seay. If you won't anticipate me incorrectly,
3 well, maybe I can get the next word out of my mouth.

4 May we have a stipulation that J. W. Grisham is in charge
5 of the credit union at the Tyler Pipe and Foundry Company?

6 MR. SEAY: We will stipulate that he is the credit mana-
7 ger of the credit association. His salary is taken out of
8 those funds and it is our position that he is not a supervisor
9 of Tyler Pipe and Foundry and we are not bound by anything
10 that he says.

11 TRIAL EXAMINER: The credit association of Tyler Pipe
12 and Foundry?

13 MR. SEAY: Employees' association.

14 MR. ECKHARDT: May we stipulate that this credit union--
15 Mr. Grisham's duties are part of his duties for which he is
16 paid by Tyler Pipe and Foundry Company?

17 MR. SEAY: The employees credit union pays all his salary.
18 Now, they may pay it through Tyler Pipe, but it is reimbursed
19 by the credit union. Tyle Pipe does issue his check, yes, sir,
20 but that's billed to the credit union as an expense.

21 MR. ECKHARDT: The credit union is, in a manner of speak-
22 ing, sponsored by the Tyler Pipe and Foundry Company, is that
23 correct?

24 MR. GREENE: It is the credit union of the employees of
25 Tyler Pipe, right.

1 and tell us all about it.

2 TRIAL EXAMINER: Well, that's possible. That's your
3 function, but let's have this man's testimony.

4 Q. (By Mr. Eckhardt) Will you start over, please, sir, and
5 tell us if you ever were present at any time--

6 TRIAL EXAMINER: Well, he was giving this conversation.

7 MR. ECKHARDT: Yes, but he was interrupted.

8 TRIAL EXAMINER: All right.

9 Now, will you finish what you heard? J. W. Grisham
10 came out and said what to Ashcraft?

11 A. J. W. Grisham came out and told Ashcraft if he got one
12 payment behind on his car, he would take it away from him and
13 the next day Ashcraft was back in the company working. He
14 left us strikers.

15 Q. (By Mr. Eckhardt) What was Ashcraft doing at the time
16 that Mr. Grisham made this remark?

17 A. He was walking picket.

18 Q. Did he have a picket sign in his hand?

19 A. Yes, sir.

20 Q. What were you doing at that time?

21 A. I was also walking picket.

22 Q. Did either one of you have a union button on you?

23 A. Both of us had union buttons.

24 Q. How many on you?

25 A. Just one on me.

1 Q. How many on Ashcraft?

2 A. Just one.

3 Q. How long before this had Mr. Ashcraft been walking the
4 picket line, if any, how many days?

5 A. This was his first day out.

6 Q. His first day on the picket line?

7 A. Yes, sir.

8 Q. Did he walk the picket line at any time after that, that
9 day?

10 A. No, sir, he didn't walk it no more during the strike.

11 Q. Is it your testimony that he didn't strike after that
12 day?

13 MR. GREENE: Object--

14 A. No, sir, he didn't.

15 MR. GREENE: Object and move to strike his answer.

16 Q. (By Mr. Eckhardt) All right.

17 How long--

18 TRIAL EXAMINER: Wait just a minute. What is the grounds?

19 MR. GREENE: His questions clearly calls for a conclusion.

20 TRIAL EXAMINER: Well, he has testified that he went
21 back to work.

22 MR. GREENE: Yes, but he said that there was some time
23 in there.

24 TRIAL EXAMINER: Well, did he go back to work the next
25 day?

1 defense.

2 MR. GREENE: Mr. Trial Examiner, we would like to say
3 again to the General Counsel that we will be glad to stipulate,
4 if we can work it out, as to the cumulative aspects of the
5 testimony of any additional witnesses that he may have at
6 this time.

7 TRIAL EXAMINER: Can you offer a stipulation with regard
8 to any witnesses that you may call?

9 MR. ECKHARDT: Yes.

10 TRIAL EXAMINER: Would you do so?

11 MR. ECKHARDT: At this time Counsel for General Counsel
12 is willing to stipulate that if J. W. Hargest--

13 TRIAL EXAMINER: How do you spell that?

14 MR. ECKHARDT: H-a-r-g-e-s-t.

15 --were called to testify and if Adolphus Howard were
16 called to testify, they would testify substantially as follows:

17 That they were employees of the Tyler Pipe and Foundry
18 Company at the time of the change in working schedules which
19 was announced on August 5, 1966, and that they were told that
20 such change in working schedules would go into effect on
21 about August 7, 1966, and that they were told by R. L. Barrett
22 separately--

23 TRIAL EXAMINER: The change in working schedules that
24 you are referring to is that testified to by previous witnesses
25 like Mrs. Campbell?

1 MR. ECKHARDT: That there were changes with respect to
2 Adolphus Howard and J. W. Hargest were different from those
3 of other employees. We will stipulate further that Adolphus
4 Howard would testify that he came to work on Friday morning
5 at about 5:00 a.m. and R. L. Barrett, his supervisor, called
6 him into a side room office and told him that beginning Sunday,
7 August 7th, that the shift would be changed from three eight-
8 hour shifts to two ten-hour shifts. At that time Barrett said,
9 in effect, "This is not coming from me, it is coming from
10 higher authority. You won't be running your same hub core
11 machine."

12 Barrett further told Howard that Howard wouldn't have
13 enough seniority to keep his machine so he would be reduced
14 from operator to relief man and his pay would be cut from
15 \$1.97 per hour to \$1.72 per hour.

16 Howard would further testify that he said to Barrett,
17 "I am going to have to talk to somebody about my pay because
18 I can't work for that." After this conversation with Barrett,
19 Howard would testify that he then discussed the matter later
20 with Frank Love and Leon Clay and told those gentlemen of his
21 dissatisfaction with the changes.

22 Thereafter, at that time and before the evening of August
23 5th, the persons involved in the change decided that Clay and
24 Love would attempt to talk to higher officials as a group and
25 that Mr. Love and Mr. Clay would represent the group in

1 attempting to get a conversation arranged with higher offi-
2 cials to discuss these matters.

3 Thereafter, Mr. Howard and Mr. Hargest reported for work
4 shortly before 10:00 p.m. on Friday night, August 5th, and
5 again discussed their complaints and grievances and unhappiness
6 and dissatisfaction with these changes with Mr. Love and Mr.
7 Clay and the group decided that Mr. Love and Mr. Clay, one or
8 both of them, would again attempt to get a conference arranged
9 with higher officials or Mr. Barrett concerning these griev-
10 ances.

11 TRIAL EXAMINER: When you are referring to the group,
12 you are referring to all of the men and women involved in this
13 change?

14 MR. ECKHARDT: That's correct, in the hub core department.
15 When I refer to the group, I am referring to the employees
16 whose hours and wages changed, who were notified of a change
17 in their hours and wages in the morning of August 5th by Mr.
18 Barrett.

19 The Friday evening shortly after 10:00--

20 MR. SEAY: Just a minute. Are you saying that all em-
21 ployees in the hub core department objected to it? You are
22 just talking about these seven or eight, aren't you?

23 MR. ECKHARDT: The stipulation would be that Adolphus
24 H ward and J. W. Hargest discussed their grievances with the
25 other members of the group.

1 TRIAL EXAMINER: The group would be these eight people?

2 MR. ECKHARDT: That's correct, such as Ella Mae Campbell.

3 MR. GREENE: We know their names.

4 TRIAL EXAMINER: That's what I wanted to make sure.

5 MR. ECKHARDT: After reporting to work in the evening of
6 August 5th, shortly before 10:00 o'clock, Adolphus Howard and
7 J. W. Hargest would testify that they, in effect, told Leon
8 Clay and Frank Love that they were not going to work that
9 night and the other people who had reported to work from the
10 hub core department who had been earlier notified of the
11 changes said they weren't going to work either.

12 TRIAL EXAMINER: In fact, there was an agreement among
13 them not to work, is that so?

14 MR. ECKHARDT: Yes.

15 Thereafter, on the same evening, shortly after 10:00
16 p.m., Howard and Hargest will testify that Frank Love told
17 R. L. Barrett that the group were not going to work that
18 night unless Barrett would discuss their grievances concern-
19 ing the changes with the group. After talking to Barrett,
20 Howard and Hargest would testify Love reported to Howard and
21 Hargest that he, Love, had asked Barrett if someone in manage-
22 ment would talk to the group about the shift changes and the
23 wage cuts.

24 At that time Barrett asked Howard--withdraw it.

25 Shortly thereafter Howard would testify that Barrett

1 asked him, Howard, if Howard was going to work and Howard
2 said, "Not until I talk to someone about my pay." Barrett
3 then said, "I assume you are quitting?" to which Howard re-
4 lied, "No, I'm not quitting. I'm not going to work." At
5 which time Barrett interrupted Howard and stated, "Then you
6 are not going to work tonight?" and started writing on some
7 paper. Howard would further testify that the whole crew
8 that reported for that night left the job. If I said, "Re-
9 ported," Howard would testify that thereafter the whole crew
10 who had reported that night left the job.

11 Howard will further testify that on Sunday night, August
12 7th, 1966, that he, Howard, reported--excuse me--that he,
13 Howard, went to the parking lot of the plant and at that time
14 he was told by someone that Leon Clay and the others who had
15 been involved in the wage and hour change had had their badges
16 taken. That being the case, Howard would testify that he
17 decided not to try to go in. Howard would further testify
18 that the company sent him a statement thereafter showing cer-
19 tain information concerning his wages.

20 MR. GREENE: We will stipulate to that.

21 MR. ECKHARDT: Thank you.

22 May we have the statement that was sent to Howard?

23 MR. GREENE: The letter?

24 MR. ECKHARDT: Yes, I would like to put that in evidence.

25 TRIAL EXAMINER: Are you going to offer something similar

1 to that with regard to Hargest?

2 MR. ECKHARDT: That's correct.

3 TRIAL EXAMINER: The stipulation is to the effect that
4 if Adolphus Howard was called to the witness stand, he would
5 testify as stipulated to by Counsel for the parties.

6 MR. ECKHARDT: And further, I left out this, we would
7 further like the stipulation that Howard displayed a union
8 button on his chest, on his clothes and he wore this union
9 button for at least four months before August 7, 1966, in
10 the presence of Mr. R. L. Barrett and other supervisors while
11 he was working on his job in the hub core department.

12 MR. GREENE: We will stipulate to that. We also stipu-
13 late that this letter is a copy of the letter that we sent
14 to Mr. Howard. He can mark it and introduce it.

15 MR. ECKHARDT: Furthermore, that Howard was wearing a
16 union button at the time that he reported for work Friday morn-
17 ing, August 5, 1966, and when he reported back that night of
18 August 5th.

19 MR. GREENE: Fine.

20 MR. ECKHARDT: In the presence of Barrett, so stipulated?

21 MR. GREENE: Yes, sir.

22 MR. ECKHARDT: Thank you.

23 Would the reporter please mark this for identification
24 as GC 16.

25

(The document above-referred to was
marked as General Counsel's Exhibit
No. 16 for identification.)

1 MR. ECKHARDT: May we have a stipulation that GC 16 for
2 identification is a letter sent by Dave K. McKie to Adolphus
3 Howard, dated August 16, 1966, in the regular mail, unless
4 it was registered.

5 MR. GREENE: We will stipulate.

6 MR. ECKHARDT: In the registered mail.

7 TRIAL EXAMINER: GC 16 is admitted in evidence.

8 (The document above-referred to,
9 heretofore marked as General Coun-
10 sel's Exhibit No. 16 was received
in evidence.)

11 MR. ECKHARDT: May we have a further stipulation that
12 Adolphus Howard was not permitted to come back to work when
13 he showed up for work on Sunday night, August 7th?

14 MR. GREENE: That's right.

15 MR. ECKHARDT: Thank you.

16 Counsel for General Counsel proposes to stipulate that
17 J. W. Hargest-- Just to conclude this Adolphus Howard stipu-
18 lation, I have failed to indicate when he started to work.

19 May we have the stipulation that Adolphus Howard started
20 to work for Tyler Pipe in about March 1964 and that his job
21 was core machine operator and that his beginning rate of pay
22 was \$1.97--excuse me--not beginning. His rate of pay before
23 the cut was \$1.97. If I haven't already stipulated that--

24 MR. GREENE: It's already in there. We will stipulate.

25 MR. ECKHARDT: May we have a stipulation as follows with

1 respect to J. W. Hargest, that if J. W. Hargest was called
2 to testify, he would testify substantially as follows:

3 "I started to work for Tyler Pipe about September 1964.
4 My job when I was terminated was machine operator in the core
5 room and my rate of pay was \$1.97 per hour. John McGill was
6 my foreman and, also, R. L. Barrett was a supervisor over me.

7 On Friday morning, August 5, 1966, at 5:00 a.m., R. L.
8 Barrett called me to a little office room and told me that the
9 shift would be changed"--correction--"and told me that my
10 shift would be changed from three eight-hour shifts to two
11 ten-hour shifts. Barrett said--

12 MR. SEAY: Just a minute now. Beginning when on that?

13 MR. ECKHARDT: On Friday morning, August--

14 MR. SEAY: No, that's when he talked to him now. I want
15 to show that he told him that it would be changed on August
16 7th, not that morning and not that night.

17 MR. ECKHARDT: That will clear up further in the stipula-
18 tion.

19 Continuing the stipulation as to what Hargest would testi-
20 fy if called:

21 "Barrett told me because the other two operators had more
22 seniority than I had that I would be reduced from an operator
23 to a relief operator and my pay cut would be from \$1.97 per
24 hour to \$1.72 per hour. Barrett told me this change would go
25 into effect Sunday, August 7, 1966. Barrett further told me

1 that I was going to have to work Friday night although by Fri-
2 day night, I had already had my 40 hours.

3 After I was told this by Barrett, I then reported the
4 changes which Barrett had notified me of to Mr. Frank Love
5 and Leon Clay and told them of my dissatisfaction with this
6 new--these new arrangements and changes. We discussed the
7 matter, I discussed the matter with Frank Love in the presence
8 of other employees whose hours had been changed that morning
9 at least"--withdraw it--"who had been notified that morning
10 that their hours had been changed. I also discussed my dis-
11 satisfaction with this change in my wages with a fellow em-
12 ployee, Adolphus Howard, in the presence of Frank Love and
13 Leon Clay.

14 After our discussion, Frank Love, Leon Clay, Adolphus
15 Howard, and I agreed that Love and Clay would attempt to get
16 a conference arranged with higher officials or R. L. Barrett
17 or both in order to do something about these changes and the
18 short notice that we had concerning the Friday night work.

19 Thereafter, on Friday night at about"--withdraw it.

20 "Thereafter, on Friday night shortly before 10:00 o'clock
21 p.m."--withdraw it.

22 "Before I reported for work that night shortly before
23 10:00 o'clock p.m., the group who had their hours changed"--

24 TRIAL EXAMINER: "And which has been previously identified
25 by other witnesses."

1 MR. ECKHARDT: Yes--excuse me--"which has been"--

2 TRIAL EXAMINER: "Which has been previously identified
3 by other witnesses."

4 MR. ECKHARDT: "And which has been previously identified
5 by other witnesses."

6 MR. SEAY: Now, just a minute. I think you should clear
7 that up, Mr. Eckhardt. You say, "Had had their hours changed."
8 Had been notified that they would change in the future, on
9 August 7th, they hadn't had them changed--

10 TRIAL EXAMINER: Well, we understand that.

11 MR. ECKHARDT: "Between the notification in the morning
12 and shortly before 10:00 o'clock in the evening, the employees
13 who had been notified that their hours and wages would be
14 changed that morning agreed to go back to the plant and report
15 for work Friday night at the regular time. That they were
16 required to be there and again"--withdraw it--"and asked R.
17 L. Barrett or some higher official if they would discuss these
18 changes with us as a group and if they would not discuss these
19 changes with us as a group, we had decided that we would walk
20 out.

21 Thereafter, I went to work shortly before 10:00 o'clock
22 p.m. on Friday, August 5th, and when I got there, there were
23 only eight employees out of the regular third shift which was
24 normally composed of 13 employees who showed up for work"--
25 withdraw it.

1 Put a period after "13 employees."

2 "The entire 13 employee crew had been scheduled to report
3 for work on Friday night at 10:00 o'clock p.m., but only
4 eight showed up including myself. The eight, shortly before
5 10:00 p.m., was standing beside the lockers and R. D. Barrett
6 asked us if we were going to work. All of us told him we
7 weren't going to work if he didn't talk to us as a group about
8 the shift changes and reduction in wages. I asked Barrett
9 if he would talk to us as a group and he said he wasn't going
10 to talk to us and if we weren't going to work, we could con-
11 sider ourselves quit. I told him that we weren't quitting
12 that we were just"--correction--"that we just wasn't going
13 to work that night.

14 The seven of us decided as a group that we weren't go-
15 ing to work that night because Barrett wouldn't talk to us as
16 a group about the work schedule changes and reduction in hours
17 (sic). Love and Clay asked Barrett why we were going to get
18 fired when the other half of the crew didn't show up at all
19 and they weren't going to be fired. Barrett didn't give Love
20 and Clay an answer. At that time we decided as a group to
21 walk off and we did.

22 Thereafter, on Sunday night, August 7th, I reported to
23 work at about 5:00 o'clock p.m. and I got in and when I got
24 there, I punched my card. After I had walked away from the
25 clock, the time clock, Pete Bowins"--B-o-w-i-n-s--"called me

1 to where he was. He asked me who came in with me and I told
2 him no one. Bowins said, 'You walked off Friday night and
3 you have been discharged. You can come and pick up your check
4 in the morning.' The company mailed me a statement thereafter."

5 Could we have that statement--excuse me--the letter, Mr.
6 Greene?

7 MR. GREENE: The letter, yes.

8 MR. ECKHARDT: I guess first we should ask if we could
9 have the stipulation?

10 MR. GREENE: We will stipulate to that.

11 MR. SEAY: That that's what the witness would testify if
12 called.

13 TRIAL EXAMINER: All right.

14 MR. ECKHARDT: May we have the further stipulation, well,
15 I don't need the further stipulation on that.

16 TRIAL EXAMINER: You want a stipulation about their wear-
17 ing buttons?

18 MR. ECKHARDT: Oh, yes, thank you.

19 MR. GREENE: We will stipulate that he wore buttons.

20 MR. ECKHARDT: May we have a stipulation that J. W. Har-
21 gest wore union buttons at least--beginning at least three
22 or four months before he was discharged on his person and that
23 his supervisor, including R. L. Barrett, saw these buttons
24 and that he wore the buttons practically every day and, also,
25 at the times that he was told of his wage cut and hour change

1 on August 5th, and, also, when he reported for work on August
2 7th?

3 MR. GREENE: Yes.

4 TRIAL EXAMINER: So stipulated.

5 MR. ECKHARDT: And that he was not permitted to work
6 when he reported for work on August 7th?

7 MR. GREENE: That's right.

8 MR. ECKHARDT: All right.

9 Would the reporter mark this for identification as GC
10 17.

11 (The document above-referred to was
12 marked as General Counsel's Exhibit
13 No. 17 for identification.)

14 MR. ECKHARDT: At this time Counsel for General Counsel
15 offers in evidence GC 17 for identification which purports
16 to be a letter from David K. McKie, Industrial Relations
17 manager, to J. W. Hargest, dated August 16, 1966.

18 MR. GREENE: No objection.

19 TRIAL EXAMINER: General Counsel's Exhibit No. 17 is
20 admitted in evidence.

21 (The document above-referred to,
22 heretofore marked as General Coun-
23 sel's Exhibit No. 17, was received
24 in evidence.)

25 TRIAL EXAMINER: We will take a five-minute break.

(A short recess was taken.)

TRIAL EXAMINER: Let's get on the record.

1 MR. ECKHARDT: May we have a stipulation, Mr. Greene,
2 that of those employees of Tyler Pipe and Foundry Company who
3 struck between August the 16th and August 23rd, that all of
4 those employees were taken back to work almost immediately
5 after August 23, 1966, except Clifton McCloud.

6 MR. GREENE: Who was discharged for misconduct, right.

7 MR. ECKHARDT: According to you he was discharged for
8 misconduct.

9 TRIAL EXAMINER: I want to see that letter that was sent
10 to Mr. McCloud.

11 MR. GREENE: It was not introduced?

12 TRIAL EXAMINER: No. I wish somebody would introduce it.

13 MR. GREENE: That's right, he never received it.

14 TRIAL EXAMINER: That's right. The point is that we can
15 stipulate that the company sent this letter and that Clifton
16 McCloud testified he never received it.

17 MR. ECKHARDT: Excuse me. Was that his testimony? I
18 understood that it was showed to him according to his testimony.

19 TRIAL EXAMINER: That's right.

20 MR. GREENE: Yeah, you showed it to him.

21 TRIAL EXAMINER: That's right, and he never received it.

22 MR. GREENE: All right.

23 There it is. We will introduce it if you want to.

24 Well, mark it as Respondent's No. 8.

25 (The document above-referred to was
marked as Respondent's Exhibit No.
8 for identification.)

1 received in evidence, subject to the stipulations.

2 (The document above-referred to,
3 heretofore marked as Respondent's
4 Exhibit No. 8, was received in
evidence.)

5 MR. ECKHARDT: At this time I call George Lovin.

6 Whereupon,

7 GEORGE ADIS LOVIN

8 was called as a witness by and on behalf of the General Coun-
9 sel and, having been first duly sworn, was examined and testi-
10 fied as follows:

11 TRIAL EXAMINER: Would you take a seat and keep your
12 voice up and state your full name and address.

13 THE WITNESS: My name is George Adis Lovin.

14 TRIAL EXAMINER: How do you spell your middle name and
15 your last name?

16 THE WITNESS: A-d-i-s.

17 TRIAL EXAMINER: And your last name?

18 THE WITNESS: L-o-v-i-n.

19 DIRECT EXAMINATION

20 Q. (By Mr. Eckhardt) Mr. Lovin, where are you employed?

21 A. Tyler Pipe and Foundry.

22 Q. When were you hired by that company?

23 A. February 1951.

24 Q. How long were you--have you worked for them?

25 A. About 15 years.

1 Q. All right.

2 Do you recall--withdraw that.

3 Were you ever present at a conversation involving a J.
4 W. Grisham and an employee named Ashcraft?

5 A. Yes, sir.

6 Q. Would you state when this happened and the circumstances
7 of the conversations, approximately what time of day, what
8 was said, and by whom?

9 A. That happened on about August 18th, 1966, about 10:00
10 o'clock in the morning.

11 Q. Go ahead.

12 A. On the old Mineola Highway at the office gate of Tyler
13 Pipe and Foundry, me and Charles Wilson, an employee of Tyler
14 Pipe and Foundry, was bringing water to two pickets, Joe Smith
15 and Ashcraft, whose first name I don't know. I heard J. W.
16 Ashcraft tell--J. W. Grisham tell Ashcraft in a little louder
17 than normal voice: "Ashcraft, you miss one payment on your
18 car, we will take it."

19 Q. What was going on at this time?

20 A. I was bringing water to the pickets.

21 Q. What was Ashcraft doing?

22 A. He was walking picket.

23 Q. What was Joe Smith doing?

24 A. He was walking picket.

25 Q. Do you know what J. W. Grisham's job was at the time of

1 this conversation?

2 A. I believe he is the credit manager of the credit associa-
3 tion.

4 Q. Had you ever borrowed money from the Tyler Pipe and Foun-
5 dry Company?

6 A. No, sir.

7 Q. Had you ever been in the credit office at the Tyler Pipe
8 and Foundry?

9 A. Yes, sir.

10 Q. How is that office set up?

11 A. (No response.)

12 Q. What is the arrangement there?

13 A. Mr. Grisham has some secretaries.

14 Q. All right.

15 Go ahead and tell us all you know about that office
16 arrangement.

17 A. Well, there's--he has got one outer office with two
18 secretaries, I believe. He is in the second office.

19 Q. Do you know if that is a private office?

20 A. No, sir.

21 Q. You don't know whether it is or not?

22 A. I don't know whether it is private or not.

23 Q. Does anybody else occupy the office other than Grisham,
24 if you know.

25 TRIAL EXAMINER: Mr. Eckhardt, I don't think you can

1 A. I think that is pretty close.

2 Q. Thank you.

3 Do you know--

4 MR. ECKHARDT: Could we have a stipulation that the respon-
5 dent was aware of Mr. George Lovin's position with the union
6 at some time, well, not at some time, but prior to August 5,
7 1966?

8 MR. GREENE: Yes, we will stipulate to that.

9 MR. ECKHARDT: Thank you.

10 Q. (By Mr. Eckhardt) All right.

11 Mr. Lovin, did you ever have a conversation with Charles
12 Boyd prior to the August strike?

13 A. Yes.

14 Q. Will you state when this conversation occurred?

15 A. That conversation occurred on August 6th, about 3:00
16 o'clock in the morning.

17 Q. What year?

18 A. 1966.

19 Q. Tell us what was said, where you were, and where Mr. Boyd
20 was?

21 A. I was at home. I called up Charles Boyd--

22 Q. Keep your voice up, please, Mr. Lovin .

23 A. I was at home. I called Charles Boyd in San Francisco,
24 California. I told Mr. Boyd that the employees had walked
25 out of the hub core department August 5th, and I told Mr. Boyd

1 that I had called Frank Love before I called him, before I
2 called Mr. Boyd, and Frank had told me that the reason they
3 had walked out was because their hours had been changed and
4 their wages had been cut. I told Mr. Boyd that other depart-
5 ments wanted to walk out with the hub core department. Mr.
6 Boyd told me to contact somebody at Tyler Pipe and see if I
7 could set up a meeting with Tyler Pipe. He would call the
8 following day, August 7th, at our regular union meeting on
9 Highway 69, two miles north of Tyler.

10 Q. Highway what?

11 A. Highway 69.

12 Q. What else, if anything, did you tell Mr. Boyd concerning
13 the conditions out there at the plant, if anything? Go ahead.

14 A. I told him that other departments wanted to walk out
15 with the hub core department and I didn't know whether I could
16 hold the strike off--that I knew that the people were wanting
17 to strike--until he got here and he told me that he would call
18 me the following day, August 7th.

19 Q. Did he indicate why he was going to call you at that time
20 in this telephone call?

21 A. Because he was in a conference out there and he couldn't
22 get here.

23 Q. What did he say?

24 A. He told me that he would call and talk to some of the
25 employees that walked out at our meeting and that if that

1 Q. All right.

2 Go ahead. What else do you recall being said?

3 A. The people--the committee at that meeting was having a
4 hard time trying to hold those people. They were wanting to
5 go out on strike. About that time, well, I got a call from
6 Charley Boyd.

7 Q. All right.

8 Now, tell us what was said in this call, first, by you
9 and then by Boyd, or however it happened.

10 A. I didn't answer the phone; Frank Love answered the phone.
11 I was getting a cup of coffee at that time.

12 Q. How long did Frank stay on the phone, approximately? Just
13 your best--

14 A. Just a few minutes.

15 Q. Then what happened?

16 A. He handed the phone to me and Charley asked me--

17 Q. Excuse me. Who spoke first on this call while you were
18 on the phone?

19 A. Charles, I believe.

20 Q. All right.

21 Go ahead.

22 A. Charles Boyd asked me how the meeting was going and if
23 the people were there that had walked off. I told him they
24 was and then he wanted to know about how many people was there
25 and how this situation was at the plant. I told him that I

1 MR. ECKHARDT: Thank you. No further questions.

2 (Witness excused.)

3 TRIAL EXAMINER: Let's take a five-minute break.

4 (A short recess was taken.)

5 TRIAL EXAMINER: Let's go on the record.

6 Let the record show that the last witness was excused.

7 MR. ECKHARDT: Mr. Greene, will respondent stipulate that
8 no across-the-board wage increases were granted to Tyler Pipe
9 and Foundry employees other than the normal December increases
10 in 1965?

11 MR. GREENE: There weren't any increases in December 1965.
12 There was a Christmas bonus.

13 MR. ECKHARDT: Yes, other than the normal Christmas bonuses
14 which were granted by Tyler Pipe and Foundry Company in Decem-
15 ber of 1965, no other across-the-board increases were granted
16 to employees at Tyler Pipe and Foundry Company during the year
17 1965, is that stipulated?

18 MR. GREENE: We will stipulate to that other than the fact
19 that the word "Normal" bothers me a little bit. It's not a
20 guaranteed bonus, or anything like that.

21 MR. ECKHARDT: Well, by "Normal," I mean usually.

22 MR. GREENE: Right, we will stipulate to that.

23 MR. ECKHARDT: May we have a stipulation that the decision
24 to grant a wage increase to the Tyler Pipe and Foundry Company
25 employees on June 12, 1966, was made by Mr. Warner within--

1 TRIAL EXAMINER: Would you identify Mr. Warner in the
2 record?

3 MR. ECKHARDT: --Mr. John Warner, the president of respon-
4 dent, within one, two, or three days before June 6, 1966?

5 MR. GREENE: Yes, sir.

6 MR. ECKHARDT: All right.

7 May we have a stipulation, a further stipulation that no
8 across-the-board wage increases were granted to Tyler Pipe
9 and Foundry Company employees at its Swan, Texas, plant
10 between the normal Christmas bonuses in December of 1965,
11 and June 12, 1966?

12 MR. GREENE: That's right.

13 MR. ECKHARDT: All right.

14 Thank you. So stipulate. Is the stipulation received?

15 TRIAL EXAMINER: Yes, the stipulations are all received.

16 Further, I want to point out that there is a letter in
17 evidence with regard to these wage increases. It was intro-
18 duced when Mr. Harvey was on the stand and when you speak of
19 the June 12th increases, those are the matters referred to
20 in that letter, is that correct?

21 MR. ECKHARDT: Yes, as I say, "Wage increases," by that
22 word I mean shift differentials or wage increases, or any
23 actions by the company which amount to an across-the-board
24 increase in wages of the employees.

25 TRIAL EXAMINER: That's what is referred to in the letter

1 that was received in evidence?

2 MR. ECKHARDT: Yes.

3 TRIAL EXAMINER: What exhibit is that?

4 MR. ECKHARDT: That's GC11.

5 TRIAL EXAMINER: O.K. So stipulated?

6 MR. GREENE: Yes, sir.

7 TRIAL EXAMINER: And you so stipulate, Mr. Eckhardt?

8 MR. ECKHARDT: Yes.

9 TRIAL EXAMINER: All right.

10 The stipulation is received.

11 MR. ECKHARDT: But I still need Mr. Warner.

12 MR. GREENE: What for?

13 MR. ECKHARDT: Well, I have got to ask him a few ques-
14 tions--

15 MR. GREENE: If you will tell us, maybe we can stipulate
16 this, Mr. Eckhardt.

17 MR. ECKHARDT: Well, I doubt if you will because it will
18 be directly opposed to your interests.

19 MR. GREENE: Well, let's hear what you want.

20 MR. ECKHARDT: All right.

21 Will you stipulate that the wages that were increased on
22 June 12, 1966, were withheld from the company's employees
23 between February 23rd and June 11, 1966, in order to undermine
24 and disparage the union?

25 MR. GREENE: This is ridiculous. Mr. Warner is not going

1 TRIAL EXAMINER: O.K.

2 MR. ECKHARDT: He is on his way right now?

3 MR. GREENE: Right.

4 TRIAL EXAMINER: Well, if he is going to be here in
5 five minutes, why don't we call a recess while we wait for
6 Mr. Warner.

7 MR. ECKHARDT: I thought we needed all of the time that
8 we could get. I have got about six more witnesses.

9 MR. GREENE: Have you got a short witness now?

10 MR. ECKHARDT: I think I could put a short witness on.

11 MR. GREENE: Go ahead and put one one.

12 TRIAL EXAMINER: All right.

13 Put one on.

14 MR. ECKHARDT: I might have to eat those words.

15 TRIAL EXAMINER: Off the record.

16 (Discussion off the record.)

17 TRIAL EXAMINER: On t he record.

18 Whereupon,

19 JOHN WARNER

20 was called as a witness by and on behalf of the General Coun-
21 sel and, having been first duly sworn, was examined and testi-
22 fied as follows:

23 TRIAL EXAMINER: Will you state your full name and address
24 please.

25 THE WITNESS: John Warner, 608 Green Lane, Tyler.

1 Q. Immediately. And did you ever change that decision?

2 A. We were advised that no change should be made in view
3 of the fact that we were--once the decision was made to
4 appeal to the Circuit Court, that until final briefs were
5 filed, they would still be frozen.

6 Q. It was your decision that it would be unlawful for you
7 to unfreeze wages before you did?

8 A. It wasn't my decision by myself.

9 Q. Whose decision--

10 TRIAL EXAMINER: Well, it was the company's decision.

11 MR. GREENE: Right, and I am going to object to these
12 questions. We have stipulated to what Mr. Eckhardt is trying
13 to get into the record. Now, all of these reasons and various
14 discussions have no relevancy to the record, as far as we are
15 concerned.

16 TRIAL EXAMINER: The answer to the question is that it
17 was the company's decision.

18 MR. ECKHARDT: All right.

19 Q. (By Mr. Eckhardt) Did any representative of the Molders
20 Union ever tell you at any time after the union's petition
21 was filed on June 15, 1965, not to grant any wage increases?

22 MR. GREENE: Objection.

23 TRIAL EXAMINER: I don't know what you are trying to
24 prove.

25 MR. GREENE: We have got documentary evidence--

1 MR. ECKHARDT: All right.

2 TRIAL EXAMINER: It's in evidence.

3 Q. (By Mr. Eckhardt) Could you explain, Mr. Warner, why no
4 wage increases or shift differential increases were granted
5 to the employees of Tyler Pipe and Foundry Company included
6 in the bargaining unit between February 23, 1966, and June
7 12, 1966?

8 MR. GREENE: Object.

9 TRIAL EXAMINER: Overruled.

10 MR. GREENE: I advise the witness not to answer.

11 MR. ECKHARDT: Mr. Examiner, may I be heard?

12 TRIAL EXAMINER: Yes.

13 MR. ECKHARDT: In a--

14 TRIAL EXAMINER: Just a minute. What is your reason for
15 your objection, Mr. Greene?

16 MR. GREENE: I don't see that that has any place in this
17 hearing.

18 TRIAL EXAMINER: Well, you have--

19 MR. GREENE: Why a wage increase was not given--

20 TRIAL EXAMINER: Why? He wants to know why?

21 MR. GREENE: It has no bearing on this hearing.

22 TRIAL EXAMINER: Why, certainly it does. If it has an
23 unlawful reason, it certainly has a bearing. This is the
24 president of the company. He can ask him a direct question
25 of that kind.

1 MR. GREENE: That has no place in this hearing.

2 TRIAL EXAMINER: Well, I am directing the witness to
3 answer the question.

4 A. Well, there are many reasons that you have--

5 TRIAL EXAMINER: Well, state them. He has opened the
6 gate for your reasons so you state them.

7 A. (Continuing.) Number one, you are talking about \$350,000
8 which is something that must be considered. You are talking
9 about the economic conditions of the industry, what is hous-
10 ing doing before you can do that. We had in our industry a
11 moderate price increase which was due April 15th, but because
12 many, many jobs were bid ahead of this date based on a price,
13 the price increase did not take effect until much later than
14 that. All of these you have to consider before you can have
15 a wage increase.

16 Q. (By Mr. Eckhardt) Was that one of the reasons that wages
17 were frozen during that period?

18 A. One of the reasons they were frozen?

19 Q. Yes.

20 A. No.

21 Q. Go ahead. Were there any other reasons why wage increases,
22 no across-the-board wage increases were granted during that
23 period?

24 TRIAL EXAMINER: Just a minute. Your answer is these
25 were not reasons why wages were frozen?

1 THE WITNESS: That's not why they were frozen; that
2 would be things that would have to be taken into considera-
3 tion before granting a wage increase.

4 TRIAL EXAMINER: Well, the question was why were they
5 frozen?

6 MR. GREENE: Now, wait just a minute. He asked him,
7 his original question was: "Why was a wage increase not
8 given?"

9 MR. ECKHARDT: Yes, sir.

10 TRIAL EXAMINER: Oh, I see, yes.

11 Q. (By Mr. Eckhardt) I would like to know the other reasons
12 that the wage increases were not given during this period?

13 A. For the same reason that one is not given tomorrow.

14 Q. That would be what? The company couldn't afford it?

15 MR. GREENE: Object and move to strike.

16 Q. (By Mr. Eckhardt) Why wouldn't raises be given tomorrow?

17 MR. GREENE: Mr. Trial Examiner, I am going to object
18 to any more questions along these lines.

19 MR. ECKHARDT: I think I am entitled to know why wage
20 increases were not given during this period.

21 TRIAL EXAMINER: I think he's perfectly right and I am
22 going to direct the witness to answer.

23 Q. (By Mr. Eckhardt) Were there any other reasons other
24 than the one that you have just given why no wage increases
25 were granted between February 23, 1966, and June 12, 1966,

1 Mr. Warner?

2 A. Were there any others reasons besides what now?

3 Q. Besides what you have just told us about, Mr. Warner.

4 A. Besides the economic reasons?

5 Q. No, besides the reasons that you just gave. Any other
6 specific reasons why--

7 A. What one was that now that I just gave you?

8 Q. Don't you recall?

9 TRIAL EXAMINER: I don't remember him giving any reasons.

10 Q. (By Mr. Eckhardt) I think you said one reason why wages
11 were not granted between--during this period was what? What
12 did you say?

13 A. Now, wait a minute, you asked--

14 TRIAL EXAMINER: You said these are the factors that
15 had to be considered.

16 MR. GREENE: That's right.

17 TRIAL EXAMINER: He did not say that these were the
18 reasons they weren't granted.

19 Q. (By Mr. Eckhardt) You haven't answered my question yet?
20 Is that your point?

21 MR. SEAY: Just a minute.

22 TRIAL EXAMINER: That's my point.

23 MR. ECKHARDT: I would like to have an answer to my first
24 question.

25 MR. SEAY: We are going to object unless he asks the

320

1 question so that the witness can understand it--

2 MR. ECKHARDT: I will ask it again.

3 TRIAL EXAMINER: Just a minute.

4 MR. SEAY: --and we think it is harassing tactics arguing
5 with the witness. It's entirely improper and prejudicial and
6 we object to the manner in which Mr. Eckhardt is conducting
7 this.

8 Now, we have asked the Trial Examiner to instruct Mr.
9 Eckhardt to please put direct questions to the witness and
10 then give us time to object to the Trial Examiner and then
11 let the Trial Examiner rule on it.

12 TRIAL EXAMINER: Very good.

13 MR. SEAY: Thank you.

14 Q. (By Mr. Eckhardt) Mr. Warner, could you tell us any
15 reason whatsoever why the Tyler Pipe and Foundry Company did
16 not give any wage increases between February 23rd and June
17 12, 1966, to its employees?

18 MR. GREENE: I'm going to object.

19 TRIAL EXAMINER: Overruled.

20 You may answer.

21 A. I gave you the economic things that have to be considered
22 before you can ever even talk about a wage increase. Another
23 one that I also said was that when the decision was made to
24 test the certification before the Circuit Court that we were
25 advised by our attorneys that we could make no--not even think

1 about it, if we were, which we were not. We weren't even
2 thinking about it.

3 Q. So your attorneys advice was one of the reasons that you
4 didn't give any wage increases--

5 A. No, sir. No, that's the reason why we didn't even think
6 about it.

7 Q. Your attorneys told you not to even think about it?

8 A. Right.

9 Q. Did you think about it any way?

10 MR. GREENE: I want to object to that.

11 TRIAL EXAMINER: Sustained.

12 Q. (By Mr. Eckhardt) All right.

13 Do you have any other reasons for not granting any wage
14 increases during this period?

15 A. (No response.)

16 Q. Do you want me to state the period again?

17 A. February 23rd--

18 Q. Do you remember February 23, 1966, between then and June
19 12, 1966, when an across-the-board wage increase was granted--
20 you have got that period in mind?

21 A. I have got the period in mind.

22 Q. All right.

23 Were there any other reasons? If you have stated one
24 already, I don't know whether you consider that a reason for
25 not granting the wage increases between that period or not,

1 but were there any other reasons for not granting a wage in-
2 crease during that period?

3 MR. SEAY: Now, that's unintelligible.

4 TRIAL EXAMINER: I don't know what you are driving at.

5 MR. ECKHARDT: I am trying to find out if there is some
6 business reason for not granting the wage increase.

7 TRIAL EXAMINER: Well, the point is that you have got
8 admission from this company president--

9 MR. GREENE: We have stipulated that.

10 TRIAL EXAMINER: --which Counsel has stipulated all at
11 that they weren't going to consider wage increases because
12 they wanted to test this certification.

13 Q. (By Mr. Eckhardt) Is that a reason that you gave, Mr.
14 Warner?

15 MR. GREENE: Object. He has answered this. Now, we
16 stipulated to everything that we can do.

17 TRIAL EXAMINER: He has stipulated to that.

18 MR. ECKHARDT: That it is a reason?

19 TRIAL EXAMINER: That this is one of the reasons; the
20 wouldn't even think about it.

21 Q. (By Mr. Eckhardt) Was there any other reason?

22 MR. GREENE: Object. He has gone far enough along the
23 line.

24 MR. ECKHARDT: I would like to find out if there was
25 other reason.

1 It's harassment.

2 MR. ECKHARDT: Would an hour be enough, Mr. Seay?

3 MR. SEAY: I don't need an hour, I just want a little
4 advance notice. It depends on what it is.

5 MR. ECKHARDT: Certainly. I understand. I appreciate
6 your cooperation.

7 Mr. Davis, Mr. Trial Examiner, could the witness stand-
8 by until these records are brought in and I could call another
9 witness.

10 TRIAL EXAMINER: Sure, you have a right to recall him.

11 MR. ECKHARDT: Mr. Peterbough, would you step outside
12 and stand-by in case you are needed and you probably will be.

13 (Witness excused.)

14 TRIAL EXAMINER: Let's go off the record for a minute.

15 (Discussion off the record.)

16 TRIAL EXAMINER: Back on the record.

17 Whereupon,

18 FRANK W. LOVE

19 was called as a witness by and on behalf of the General Coun-
20 sel and, having been first duly sworn, was examined and testi-
21 fied as follows:

22 TRIAL EXAMINER: State your full name and address, please.

23 THE WITNESS: Frank W. Love, Rt. 6, Box 101A, Tyler, Texas

24 MR. SEAY: Mr. Examiner, we want to say that with Mr.

25 Love's testimony, we want both Mr. McKie and Mr. Davis, the

1 representatives of the company, in the courtroom with us.
2 Now, if you will give us a recess after this witness' testi-
3 mony, we can have--or give us a recess during it, we can ha-
4 them go call the plant and start looking for the notice, bu-
5 we don't want to send them out now.

6 TRIAL EXAMINER: Well, Mr. Greene is out of the room s-
7 why don't we take a five-minute recess right now.

8 (A short recess was taken.)

9 TRIAL EXAMINER: On the record.
10 You may proceed.

11 MR. ECKHARDT: Mr. Examiner, I would accept, say, as
12 many as a hundred; I don't want a thousand. I just want a
13 substantial number of these.

14 MR. GREENE: We are going to give you what you asked

15 DIRECT EXAMINATION

16 Q. (By Mr. Eckhardt) Mr. Love, have you ever worked for
17 Tyler Pipe and Foundry Company?

18 A. Yes, sir.

19 Q. Will you state when your employment with that company
20 began?

21 A. July 1961.

22 Q. Sixty what?

23 A. '61.

24 Q. All right.

25 What job did you have at that time?

1 A. I was hired as a laborer.

2 Q. At what rate of pay?

3 A. \$1.25 an hour.

4 Q. All right.

5 What was your job called at the time you were terminated?

6 A. I was a hub core machine operator.

7 Q. How much were you earning?

8 A. Two five per hour.

9 Q. Did you ever have a conversation with any--withdraw it.

10 Who was your supervisor at the time that you were termi-
11 nated?

12 A. R. L. Barrett.

13 Q. Now, did you have any supervisors above Barrett at that
14 time?

15 A. Yes.

16 Q. Would you name one?

17 A. Bill Palmer and Pete Bowins.

18 Q. All right.

19 Do you recall a union leaflet being passed out on about
20 July 23, 1966?

21 A. Yes, I do.

22 Q. Did you ever have a conversation with any supervisor
23 concerning that leaflet?

24 A. Yes, I did.

25 Q. Will you state approximately when that occurred?

1 A. That was approximately July 21, 1966.

2 Q. Tell us who was present, where it occurred, and what
3 was said?

4 A. In my department, in the hub core department, Billy
5 Palmer walked through with one of those leaflets in his hand
6 with the picture of the in-plant committeemen and he walked
7 up to me with the leaflet and complimented my picture on the
8 leaflet. He said, "You took a nice picture." Says, "Are
9 these all of the fellows that you all have?" He says, "Where's
10 the rest of them?" I told him that this was all that was at
11 the meeting at the time the picture was taken.

12 TRIAL EXAMINER: Are you referring to General Counsel's
13 Exhibit 8?

14 MR. ECKHARDT: Excuse me. I would like to have the wit-
15 ness--

16 Q. (By Mr. Eckhardt) I hand you GC 8, and ask you if that
17 is what you were referring to?

18 A. Yes, it is.

19 Q. Is that what Billy Palmer had in his hand?

20 A. It certainly was.

21 Q. At the time that you testified about?

22 A. Right.

23 Q. Thank you.

24 How long did that conversation last, approximately, your
25 best estimate?

1 A. Two or three minutes.

2 TRIAL EXAMINER: I see Mr. Greene has left the room.

3 Do you want us to continue?

4 MR. SEAY: Go ahead.

5 Q. (By Mr. Eckhardt) Did you ever engage in any union acti-
6 vity while you were employed by Tyler Pipe, Mr. Love?

7 A. Yes, sir.

8 Q. State when that activity began, approximately.

9 A. Approximately August 8, 1965.

10 Q. All right.

11 What happened at that time?

12 MR. SEAY: Just a minute. We are going to stipulate
13 that he wore his union buttons, that he was on the in-plant
14 committee, and that the supervisors knew he wore the union
15 buttons.

16 TRIAL EXAMINER: And that he was on the in-plant committee?

17 MR. SEAY: And that he was on the in-plant committee.
18 Now, then, we don't see any necessity for going into all of
19 this.

20 MR. ECKHARDT: Will you stipulate that he was one of the
21 foremost leaders of the union?

22 MR. SEAY: I have stipulated that he was on the in-plant
23 committee and that's as far as the stipulation goes.

24 MR. ECKHARDT: I would like to establish that he was one
25 of the union leaders and more active than others. Would you

1 stipulate that?

2 MR. SEAY: I don't know anything about that.

3 MR. ECKHARDT: Let's develop it.

4 TRIAL EXAMINER: Well, how many in-plant committeemen
5 were there?

6 THE WITNESS: It was somewhere in the neighborhood of
7 22 to 26, somewhere along there.

8 TRIAL EXAMINER: And there was seventeen or eighteen hun-
9 dred employees?

10 THE WITNESS: Yes, sir.

11 TRIAL EXAMINER: I think that shows his prominence.

12 Q. (By Mr. Eckhardt) Now, what other union activity did
13 you engage in other than what you have testified to?

14 A. Well, I was elected at that meeting, approximately Au-
15 gust 8, 1965, I was in-plant committee representing the de-
16 partment which I worked in.

17 TRIAL EXAMINER: The hub core department?

18 THE WITNESS: The hub core department.

19 TRIAL EXAMINER: Well, he has stipulated to that.

20 MR. ECKHARDT: There's another point that I would like
21 to develop, if I may.

22 Q. (By Mr. Eckhardt) Were any other committeemen elected
23 at that time?

24 A. Yes, it was.

25 Q. About how many, if you will state, without naming them?

1 A. On that date there was three consecutive meetings at
2 different times and in the meeting that I attended, it was
3 approximately eight, seven or eight committeemen elected in
4 that committee.

5 Q. How about the other two meetings that you mentioned?
6 Were any others elected then?

7 A. It was, but I wasn't there. After the meeting when we
8 had our first in-plant committee meeting prior to this meet-
9 ing at Lindale, at the old theater, well, then, I began to
10 get acquainted with the other committeemen.

11 TRIAL EXAMINER: The point is you had three meeting that
12 day; one meeting for each shift, is that the idea?

13 THE WITNESS: No, it was just at separate times to try
14 to meet the times of all of the employees that worked at
15 Tyler Pipe.

16 TRIAL EXAMINER: The three shifts?

17 THE WITNESS: Yes.

18 TRIAL EXAMINER: One shift had a meeting and then another
19 shift had a meeting?

20 THE WITNESS: The meeting was on a Sunday. We had one
21 at 11:00; one at 1:00 and; one at 3:00.

22 TRIAL EXAMINER: To try to accomodate--

23 THE WITNESS: --to try to accommodate the employees at
24 Tyler Pipe, that they could probably make one of the meetings.

25 Q. (By Mr. Eckhardt) All right.

1 Did you ever wear a union button while you were working
2 at Tyler Pipe?

3 MR. SEAY: Now, we object to that.

4 TRIAL EXAMINER: He has conceded that he wore it during
5 all of this period.

6 MR. ECKHARDT: Yes, sir, and I have another question.

7 Q. (By Mr. Eckhardt) How many union buttons did you wear
8 at one time?

9 A. Two buttons at all times.

10 Q. During what period of time did you wear two buttons at
11 all times?

12 MR. SEAY: We stipulated that he did.

13 MR. ECKHARDT: I don't want a stipulation, Mr. Seay,
14 please. I want to develop it.

15 TRIAL EXAMINER: Why not stipulate it?

16 MR. ECKHARDT: All right, if he wants to stipulate, but
17 he is interrupting my examination.

18 TRIAL EXAMINER: Well, the point is he stipulated that
19 he wore two buttons; one committee button and one silver
20 button.

21 THE WITNESS: That's right.

22 TRIAL EXAMINER: Beginning August 8th?

23 THE WITNESS: No, sometime in September.

24 TRIAL EXAMINER: September until you were discharged?

25 THE WITNESS: Right.

1 TRIAL EXAMINER: O.K.

2 Q. (By Mr. Eckhardt) All right.

3 Did you engage in any other prominent union activity
4 from the time you became a committeeman until you were ter-
5 minated?

6 A. Yes, sir, I did.

7 Q. Go ahead.

8 A. I was engaged in the May 16th to May 23rd strike.

9 Q. What did you do during that strike for the union?

10 A. I was picket captain and I walked my tour of picket.

11 Q. How many times during that period of the May strike did
12 you walk a picket, approximately how many shifts?

13 A. Approximately two shifts a day.

14 Q. Did any supervisors see you doing that?

15 A. Yes, they did.

16 Q. Which ones?

17 A. There was Dave McKie; there was Billy Palmer, Johnny
18 McGill, Oscar Elliot, Pete Bowins, R. L. Barrett.

19 Q. Did any of those supervisors make any remarks to you
20 while you were engaged in that activity?

21 A. No.

22 Q. Did you carry any picket signs?

23 A. Yes.

24 Q. Does a picket captain ordinarily carry a picket sign?

25 A. Not ordinarily, but if there was a man that wants to be

1 relieved off of his post, well, that was our duty to see that
2 he got relieved even if we have to relieve them.

3 Q. Who assigned the men to the loud speaker cars?

4 A. The chairman of the committeemen.

5 Q. Did you ever drive a car with a loud speaker?

6 A. No, I didn't.

7 Q. Do you know if the company--do you know when the company--
8 withdraw it.

9 Do you know if any supervisor at Tyler Pipe and Foundry
10 found out about your selection as a member of the committee
11 before this pamphlet came out?

12 A. Yes.

13 Q. How do you know that?

14 A. I have had several conversations with Billy Palmer con-
15 cerning my union activity.

16 Q. When do you recall these conversations to have begun,
17 generally?

18 A. Shortly after the election when I was wearing my identi-
19 fication button as a committeeman. I was called into conver-
20 sations several times.

21 Q. What was said at these conversations with Billy Palmer
22 concerning this matter?

23 A. Well, he was thinking that, well, he was telling me that
24 the union wasn't any good and I was just reversing the terms,
25 that we never could come under agreement so we would always

1 split up--

2 Q. Just what? Reversing what?

3 A. That the union was and we would always split up leaving
4 things just like they was. I had my opinion and he had his.

5 Q. Did he ever agree with your opinion or express his agree-
6 ment with your opinion?

7 A. At some statements that I would make, he would agree with
8 them.

9 Q. Now, you mentioned an election. Are you referring to
10 the election that was held on August 5, 1965?

11 A. August 5, 1965.

12 TRIAL EXAMINER: I am aware that the election took place
13 August 5, 1965, and the certification of the union resulted.
14 Can you give me the vote?

15 MR. BOYD: 902--

16 MR. ECKHARDT: Excuse me. I have got the record here.

17 TRIAL EXAMINER: See if we can stipulate that that is
18 correct. Show it to Counsel.

19 MR. ECKHARDT: I thought I would put it in as an exhibit.

20 MR. SEAY: Mr. Trial Examiner, wouldn't the fact that
21 you are taking judicial knowledge of this decision--

22 TRIAL EXAMINER: The vote is not there. The numerical
23 count is not there.

24 MR. SEAY: It is not?

25 MR. ECKHARDT: No, I am sure that it isn't. I think it

1 would b e in the Regional Director's Certification.

2 TRIAL EXAMINER: I don't have that.

3 MR. ECKHARDT: Oh, I see. I have that.

4 TRIAL EXAMINER: I don't need it because the decision
5 points that out.

6 MR. ECKHARDT: Could we just put it in evidence?

7 TRIAL EXAMINER: Well, why not just give me the numerical
8 count.

9 MR. ECKHARDT: I can read it out and we can stipulate that
10 the talley of ballots in Case No. 16-RC-3951, dated August 5,
11 1965, indicates as follows:--

12 TRIAL EXAMINER: Which involves Tyler Pipe and Foundry
13 Company--

14 MR. ECKHARDT: --which involves Tyler Pipe and Foundry
15 Company and International Molders, Allied Workers Union,
16 AFL-CIO, indicates the approximate number of eligible voters,
17 1802; void ballots, three; votes cast for petitioner, 902;
18 votes cast against participating labor organization, 758;
19 valid votes counted, 1660; challenged ballots, 11; valid votes
20 counted plus challenged ballots, 1671; signed by Frank Cleveland
21 for the Regional Director.

22 TRIAL EXAMINER: Do you stipulate that that was the
23 correct balloting?

24 MR. SEAY: We stipulate that those figures were the ones
25 on the talley of ballots. We would point out to the Examiner

1 that, of course, we filed objections to that election.

2 TRIAL EXAMINER: That's right. The certification which
3 resulted in the litigation as indicated in the--

4 MR. SEAY: Yes, and we took the position that it did
5 not represent an uncoerced majority.

6 TRIAL EXAMINER: Yes, and resulted in the Board decision
7 of which I am taking official notice.

8 MR. ECKHARDT: Do the parties desire to put the supple-
9 mental decision and certification--

10 TRIAL EXAMINER: No, I don't want it.

11 Q. (By Mr. Eckhardt) All right.

12 Mr. Love, do you recall where you were in your testimony?
13 You just testified concerning a conversation, I believe, with
14 Mr. Billy Palmer.

15 A. Right.

16 Q. All right.

17 Did you ever have any other conversations with any other
18 supervisors concerning your position in the union?

19 A. No.

20 Q. All right.

21 Now, were you ever notified by any supervisor that your
22 hours would be changed?

23 A. Yes, I was.

24 Q. Now, will you state when that was?

25 A. It was August 5, 1966, about 4:00 in the morning. R. L.

1 TRIAL EXAMINER: All right.

2 Let's have it.

3 Q. (By Mr. Eckhardt) Will you bring us up to the time that
4 you came to the plant?

5 A. R. L. Barrett came into my department?

6 Q. Yes, go ahead from where you were. You said about what
7 time in the morning?

8 A. About 4:00 in the morning.

9 Q. All right.

10 Go ahead.

11 A. R. L. Barrett came into my department and told me that
12 he wanted to see me in the office. I immediately followed
13 him into Mack Stiens' office and we both set down and he pulled
14 a piece of paper out of his pocket and began talking to me.
15 He said, "Love, the third shift of this hub core department
16 is going to be cut out and distributed among the other two
17 shifts, but mostly the third shift will go to the second shift.
18 He said, "There's probably one that would be put on the first
19 shift." He also said, "The company are intending to get some
20 new rock drain machines which will produce more cores than
21 the old machines would," and that they was going to cut the
22 shifts back, three shifts and make two ten-hour shifts. I
23 asked him would these ten-hour shifts be on percentage. He
24 told me, "No."

25 Q. Be on what?

1 A. Be on percentage.

2 Q. All right.

3 A. He told me, "No." I asked him would we get overtime for
4 the additional two hours that we were beginning to work and
5 he said, "No, the company will pay only over 40 hours," and
6 then I asked him what position would I be in. He told me that
7 my position would be the same, that I would run my machine.
8 That the onlyest ones that would be shifted around would be
9 the last ones that started as machine operators. Then I asked
10 him about the ladies in my department, was they going to work
11 ten hours, too? He told me, "No, that the government didn't
12 allow them to work a woman ten hours, not more than 56 hours
13 a week and that they would be working nine hours a day and
14 come back, say, they haven't figured out what day it would be
15 but they would be coming back and make up four hours." Then
16 I asked him why was this immediate change had to be made and
17 he said, "Well, this comes from company officials." He said,
18 "I don't have anything to do with that change." I said, "Why
19 can't we talk to company officials concerning this matter?"
20 He said, "Company officials definitely wouldn't talk to you
21 about this change." At that time I stood up and he told me
22 to go back in my department and get all of the ladies and
23 have them to meet him in the lab. And when the ladies comes
24 back, to send him one operator at a time and I did so.

25 Q. What happened next?

1 A. After he had talked with each one in my department, they
2 began to come--I went to them--and asked them did Barrett
3 tell them about the shift change? They told me that he did
4 and they was unhappy about the change. J. W. Hargest and
5 Adolphus Howard told me, said, "I'm being cut two bits on
6 the hour." He says, "I can't stand that." Said, "That's
7 \$40 a month," and I said, No, that's too much. Something
8 has got to be done about this." I said, "We have to talk to
9 someone, a higher official concerning this matter," and so I
10 told them that I would see if I could get a meeting as a
11 group to some official; if I didn't, we would talk to Barrett
12 that night when we come in as a group before we started to
13 work. By that time it was around 6:00 o'clock, it was time
14 to get off.

15 Q. All right.

16 What happened next?

17 A. That Friday night. August 5th, about twenty minutes
18 until ten p.m., I reported back to the plant. When I got
19 there, I found seven of the employees on my shift present.
20 I waited about five minutes to see was anyone else going to
21 show up and then I went to asking the employees questions
22 about the four or five that didn't show up. They couldn't
23 give me any answers concerning them not being there so I
24 asked them were we going to work short handed and they said
25 they didn't want to work short handed and I said, "Well, if

1 R. L. Barrett won't talk to us as a group tonight, we won't
2 work short handed."

3 Prior to that time Barrett had told me that morning about
4 coming back that Friday night and working that overtime shift.
5 I asked Barrett then why did we have to come back that Friday
6 night for an overtime shift and be the first ones back that
7 Sunday evening. I said, "It wasn't on the bulletin board,"
8 and he said, "Well, you saw the notice on the bulletin board
9 concerning overtime," and I said, "Yes, but the notice said
10 of the second shift. It didn't say anything about the third
11 shift."

12 That night we started into the department to work--

13 Q. Excuse me. Let me have the exhibit, that notice.

14 I hand you GC 12. Have you ever seen that, Mr. Love?

15 A. Yes, I have.

16 Q. Is that the notice that you were referring to in your
17 testimony?

18 A. Yes, it was.

19 Q. Thank you.

20 Go ahead, Mr. Love.

21 TRIAL EXAMINER: That was the notice posted on the bulletin
22 board?

23 THE WITNESS: That was the notice posted on the bulletin
24 board around August 2nd.

25 Q. (By Mr. Eckhardt) Did you see the notice yourself?

1 A. Yes, I did.

2 Q. About when did you first see it?

3 A. Well, I always chdcked the bulletin board before I attempt
4 to work.

5 Q. So you saw it about when?

6 A. I saw it, I would say August 3rd, no later than August
7 3rd.

8 Q. All right.

9 Go ahead. Excuse me for interrupting you.

10 A. That night after--

11 Q. Indicate what night, please.

12 A. That Friday night. August 5, 1966, didn't but about
13 eight of the employees out of 13 which was notified to re-
14 port back to work Friday night showed up. We walked to our
15 department, the mens walked inside, the ladies stood next to
16 the door as you go into the hub core department. R. L. Barrett
17 walked in the department and I went to him and told him that
18 it was four or five that didn't show up for work. He told
19 me to tell the ones that did come to work to go ahead on and
20 work. I told him that we wasn't going to work tonight if he
21 didn't talk to us as a group concerning this shift change and
22 cut in pay of two of my employees.

23 Q. Did you mention anything else to him that you didn't like?

24 A. No, I didn't, just working short handed. I told him that
25 we wasn't going to work after four or five didn't show up, we

1 weren't going to work short handed that night. We would have
2 to come back that Sunday evening and be the first shift to
3 come back.

4 TRIAL EXAMINER: What difference does it make if you were
5 short handed or not? Did you have to work together? Did it
6 make you work any harder?

7 THE WITNESS: Yes, it did.

8 TRIAL EXAMINER: How?

9 THE WITNESS: Well, it just takes that amount to run that
10 crew. If it don't, someone is going to have to do two jobs.

11 TRIAL EXAMINER: Well, do you work as a crew, the 13 work
12 as a crew?

13 THE WITNESS: Yes.

14 TRIAL EXAMINER: On one particular--what do you do?

15 THE WITNESS: We make hub cores.

16 TRIAL EXAMINER: And each one has to cooperate with another
17 in doing this?

18 THE WITNESS: Yes, the ones that didn't show up were
19 mostly our relief.

20 TRIAL EXAMINER: What do you mean by "Relief"?

21 THE WITNESS: They would give us our lunch breaks. The
22 machines had to run at all times. Then that was going to
23 throw the work mostly on myself because I had to use everyone
24 that showed up to operate the machines and, then, I had to
25 give all the break myself.

1 TRIAL EXAMINER: So that would make your work harder;
2 would it make the other members of the crew work harder?

3 THE WITNESS: Yes. because they wouldn't ger relieved on
4 time.

5 TRIAL EXAMINER: All right.

6 Q. (By Mr. Eckhardt) Go ahead. Do you remember where you
7 were now?

8 A. Yes, I do.

9 Q. All right.

10 A. After I explained to Barrett the situation, Barrett turned
11 to Leon Clay and asked Clay; "Are you going to work?" Clay
12 told him; "No, not tonight if you don't talk to us as a group."

13 Q. Told who?

14 A. Told Barrett.

15 Q. Oh, I thought you said, "Them." You said, "Him"?

16 TRIAL EXAMINER: Clay told Barrett.

17 A. Clay told Barrett that he wasn't going to work tonight
18 if he didn't talk to us as a group.

19 Q. (By Mr. Eckhardt) All right.

20 Go ahead.

21 A. He asked Clay the question again; "Are you going to work?"
22 Clay said, "No, I am not going to work tonight." He told Clay;
23 "Pick up your time," and then he turned to Howard and asked
24 Howard was he going to work? I don't remember what Howard
25 said to Barrett, but I know that he began to walk off. As

1 we walked out, we walked out of our department and stood--

2 Q. Who do you mean by, "We"?

3 A. The four of us; Hargest, Howard, Clay, and myself.

4 Q. All right.

5 Go ahead.

6 A. Then Barrett walked to the ladies--

7 TRIAL EXAMINER: Well, as you walked by the ladies, did
8 you make a remark to any of the ladies that you weren't going
9 to work?

10 THE WITNESS: Yes, I told--as I walked by the ladies,
11 I told them, "We are not going to work tonight." We walked
12 outside and waited. I didn't hear but one statement of one
13 lady and that was A. M. Gordon. She told Barrett that the
14 only reason she was leaving was on account of transportation.

15 Q. (By Mr. Eckhardt) Was Gordon wearing a union button at
16 that time?

17 A. No, she wasn't.

18 Q. Did you ever see her wear a union button?

19 A. She would not wear one.

20 Q. The five people that didn't show up that night, did any
21 of those ever wear a union button to your knowledge?

22 A. Melvin Lockett did wear a union button occasionally.

23 Q. Did any of those five ever attend any union meetings that
24 you attended?

25 A. No, not that I know of.

1 Q. Go ahead.

2 A. We, as a group, we left the plant.

3 Q. All right.

4 What happened next, Mr. Love?

5 A. About 12:30, August 6th, George Lovin called me at my
6 house and asked me what had happened, said, "I heard you all"

7 Q. 12:30, August 6th, you mean after midnight?

8 A. After midnight. He said, "I heard the hub core depart-
9 ment walked out tonight." I told him, "We did." I told him
10 the reason why we walked out and exactly what had happened,
11 that two of our employees was down graded twenty-five cents
12 per hour and he told me, "Well, I am fixing to call Charles
13 Boyd," and then said, "Be sure and be at our regular union
14 me ting Sunday."

15 Sunday, August 7th, I attended the regular union meet-
16 ing about 2:00 p.m. on Highway 69 about two miles north of
17 Tyler.

18 Q. Did you have any conversations with George Lovin between
19 the time that you mentioned and the union meeting on Sunday?

20 A. No, I didn't.

21 Q. All right.

22 Go ahead. Who was at the union meeting on August 7th
23 in the afternoon?

24 A. It was approximately 20 or 21 including most of the ones
25 that walked out Friday night.

1 and has to be considered.

2 Did you hear the other witnesses testify to what went on
3 at these union meetings?

4 THE WITNESS: Part of what went on at these meetings. I
5 didn't hear the whole procedure of the meeting.

6 TRIAL EXAMINER: You think you have more to add?

7 THE WITNESS: Yes, I do.

8 TRIAL EXAMINER: All right.

9 Let's hear it.

10 MR. SEAY: Note our exception to the ruling.

11 Q. (By Mr. Eckhardt) Tell us, Mr. Love, what you heard at
12 this union meeting?

13 A. At this meeting, George Lovin said that he "santed myself
14 to get up and tell the committeemens and the members that were
15 present exactly what happened at that Friday night. I got up
16 and told the members exactly what had happened to us. Then
17 George Lovin made the statement: "This is the top of an ice-
18 berg"--

19 Q. Pardon me--

20 A. --"This is the top of an iceberg. If you let the company
21 get away with this, who is going to be next? It's time to do
22 something about it. The north plant is in an uproar. They're
23 wanting to walk out."

24 He also said that he had called Mr. Charles Boyd earlier
25 that Saturday morning and he was expecting a call sometime

1 before the meeting was over with. About that time the tele-
2 phone rang. I received the call and it was Mr. Charles Boyd.

3 Q. All right.

4 Now, tell us as closely as you can what was said between
5 you and Mr. Boyd.

6 MR. SEAY: Same objection. It's not in anyway binding
7 upon this respondent.

8 TRIAL EXAMINER: Well, we understand that. This is ad-
9 missible hearsay.

10 I will overrule the objection.

11 Q. (By Mr. Eckhardt) Go ahead, Mr. Love.

12 A. I told Mr. Boyd exactly what had happened that Friday
13 night in the hub core department and I told him that the
14 committeemens was very disturbed over it; they wanted to take
15 immediate action concerning this matter. Mr. Boyd told me
16 to let him talk to George Lovin and I gave George the receiver
17 and he talked with George.

18 George told him mostly the things that I said. Then he
19 hung up and Georbe said that Mr. Boyd told him to try to con-
20 tact high officials in the company.

21 Q. Did he mention anybody in particular?

22 A. I think he said Mr. John Warner.

23 Q. All right.

24 A. Then the committeemens decided that George Lovin, the
25 chairman of the committee, would contact Mr. Warner. George

1 dialed and he didn't get an answer. Then the committeemens
2 decided that Lovin would contact Mr. Speas.

3 Q. Is that S-p-e--

4 A. W. J. Speas, and he didn't get an answer on dialing Mr.
5 Speas. Then the committeemens decided that Lovin would con-
6 tact Mr. Dave McKie. George dialed Mr. McKie and he got an
7 answer.

8 I heard George Lovin ask Mr. McKie would he meet with
9 the committeemens concerning the people who walked out Friday
10 night in the hub core department. Then I heard George Lovin
11 ask Mr. McKie could he meet with Love, Clay, and myself, and
12 then I heard Lovin tell Mr. McKie; "It would do no good to
13 meet with me alone," and then he hung up.

14 George Lovin turned and said that Dave McKie said it
15 was against company policy to meet with a group and as far as
16 he was concerned, the people who walked out Friday night had
17 been considered resigned. Then we decided, the committeemens
18 decided that George Lovin would place a call back to San Fran-
19 cisco to Mr. Charles Boyd and tell him what had happened on
20 getting a meeting with the officials of the company.

21 George Lovin got in contact with Mr. Boyd in California
22 and told him that he couldn't get a meeting with no officials
23 of the company. He talked--he listened, I guess Mr. Boyd was
24 talking and giving him instructions.

25 Q. You are talking about Lovin?

1 A. Yes, and then he hung up and George turned around and
2 told the committeemens that Mr. Boyd said to get out a leaflet
3 as quick as we can and pass it out, that the employees of the
4 company would get them and tell them exactly what had happened
5 in this matter and what steps the committeemens had tried to
6 take in behalf of this matter.

7 Q. You said, "In behalf of this matter"?

8 A. In behalf of this matter.

9 Q. Thank you, go ahead.

10 A. Then George said that Mr. Boyd said that he was going to
11 try to get excused from the conference that he was attending
12 in California and get here as quick as he can, but he had to
13 travel, he couldn't travel by air because the airlines was on
14 strike and that was the most high points of the meeting.

15 Q. Do you know when Mr. Boyd did arrive in Tyler after that
16 approximately?

17 A. It was August 11th when I first saw him at the union hall.
18 It was around between 10:00 and 11:00 that morning. Mr. Boyd
19 and Mr. Bud Beam came to the union shack.

20 Q. Tell us about that conversation.

21 A. Then I again told him what had happened--

22 Q. Told who?

23 A. Mr. Boyd what had happened to the seven in the hub core
24 department. Mr. Boyd then said, "Let me see can I get a meet-
25 ing at the company with company officials." Mr. Boyd called

1 Tyler Pipe and Foundry and asked to speak to Mr. John Lassiter
2 who is chief engineer, I believe, at Tyler Pipe. I heard Mr.
3 Boyd ask Mr. Lassiter to see Mr. Warner about a meeting with
4 him and let him know.

5 Q. Did he say what kind of a meeting?

6 A. Concerning the problem in the hub core department.

7 Q. All right.

8 A. We sat and talked approximately 15, 20 minutes.

9 Q. All right.

10 A. The phone rang. Mr. Boyd received the call and I heard
11 him say, "Thank you."

12 Q. Heard who say?

13 A. Heard Mr. Boyd say, "Thank you."

14 He turned around--

15 Q. Who did?

16 A. Mr. Boyd turned around to us and said that Mr. Lassiter
17 said that Mr. Warner would not meet with him.

18 Q. What was the next thing that happened after this--excuse
19 me. Did you have any further conversation at that time between
20 you and Mr. Beam?

21 A. B-e-a-m.

22 Q. And Mr. Boyd concerning the strike of August 16th?

23 A. Yes, Mr. Boyd--

24 TRIAL EXAMINER: Well, who is Mr. Beam?

25 THE WITNESS: He is the representative of the Local 58

1 of this area.

2 TRIAL EXAMINER: Who is Mr. Lassiter? Can we get a stipu-
3 lation on that?

4 MR. ECKHARDT: He was an engineer with the Tyler Pipe and
5 Foundry Company on about August 11th, 1966.

6 MR. SEAY: We stipulate that that's his position.

7 TRIAL EXAMINER: Was he a supervisor within the meaning
8 of the Act?

9 MR. SEAY: Yes, sir.

10 TRIAL EXAMINER: All right.

11 Q. (By Mr. Eckhardt) Go ahead, Mr. Love.

12 A. Mr. Boyd then composed a handbill and put it on the press.
13 Well, he called the press first and asked for Mrs. Vaughn, I
14 believe, the lady he called, and asked her could she immediate-
15 get him out some handbills, that he was coming down.

16 Q. Mr. Love, did you help Mr. Boyd compose that handbill or
17 was that his alone?

18 A. That was his alone.

19 MR. ECKHARDT: Will the reporter please mark this for
20 identification as GC 28.

21 (The document above-referred to was
22 marked as General Counsel's Exhi-
bit No. 28, for identification.)

23 Q. (By Mr. Eckhardt) I hand you GC 28, Mr. Love, and ask
24 you if you have ever seen that before after looking at it
25 carefully?

1 A. This is it.

2 TRIAL EXAMINER: That is the handbill that Mr. Boyd pre-
3 pared on that date?

4 THE WITNESS: Yes, it was.

5 TRIAL EXAMINER: Will you show it to Counsel?

6 Q. (By Mr. Eckhardt) Did you ever circulate that handbill?

7 A. Yes, I did.

8 Q. How soon after August 11th did you circulate it?

9 A. It was August 11th.

10 Q. Do you need a calendar?

11 A. If the 11th is Thursday, I don't need a calendar.

12 TRIAL EXAMINER: The 11th is a Thursday.

13 Q. (By Mr. Eckhardt) All right.

14 When did you circulate this handbill which is GC 28 for
15 identification?

16 A. Mr. Bud Beam and myself started distributing those hand-
17 bills around 4:00 that afternoon.

18 TRIAL EXAMINER: August 11th?

19 THE WITNESS: August 11th.

20 Q. (By Mr. Eckhardt) Did you distribute it anytime after
21 that, any other days after that?

22 A. Well, the committeemens was traveling backwards and for-
23 wards would stop by the union hall and get handbills and carry
24 with them. They would come by early enough that they could
25 pass some out before beginning work.

1 Q. Excuse me for interrupting you--well...

2 MR. ECKHARDT: At this time I offer GC 28 for identifica-
3 tion in evidence.

4 MR. SEAY: We do not object to it that it was actually
5 the handbill that was circulated; we, of course, do not agree
6 with the statement in there that seven of your ^{Fellow} colored em-
7 ployees were discharged from Tyler Pipe, discharged for no
8 reason. We don't agree to that and are not bound by it, or
9 any of the handbill is binding on us.

10 TRIAL EXAMINER: All right.

11 General Counsel's Exhibit No. 28 is admitted in evidence.

12 (The document above-referred to,
13 heretofore marked as General Coun-
14 sel's Exhibit No. 28 was received
in evidence.)

15 Q. (By Mr. Eckhardt) Do you know where you were in your
16 testimony, Mr. Love?

17 A. Yes. I do.

18 Q. Will you take it from there, please, and continue on
19 until the strike began.

20 A. On August 13th--

21 Q. Was anything else said at this meeting that you mention-
22 ed on August 11th?

23 A. No, it wasn't a meeting.

24 Q. Well, I mean a conference, or whatever it was, was anything
25 further said? Whether or not it was a meeting, I am asking

1 you if anything further was said?

2 A. Not that I can remember.

3 Q. What was the next event that happened before the August
4 16th strike after August 11th?

5 A. On August 13th, 1966, at 6:00 p.m. at the National Guard
6 Armory, there was a meeting held for all employees of Tyler
7 Pipe.

8 Q. Do you know roughly the general number that was in atten-
9 dance? Just your best estimate.

10 A. It was a bad night; it stormed that afternoon and it was
11 approximately sixty or seventy including in-plant committeemen.

12 Q. Were those people all working at Tyler Pipe and Foundry
13 Company at that time as far as you knew?

14 A. As far as I knew.

15 Q. All right.

16 Was this meeting for the purpose of Tyler Pipe and Foundry
17 employees, I mean, for their information?

18 A. Yes, it was.

19 Q. All right.

20 Go ahead.

21 A. At this meeting Mr. Boyd asked me would I get up and tell
22 the employees who attended what happened in the hub core de-
23 partment--

24 Q. Excuse me. Just a minute, pardon me.

25 MR. ECKHARDT: Do you have that letter that Mr. Boyd

1 referred to, I mean, sent the company yet, Mr. Seay?

2 MR. SEAY: What letter is that?

3 MR. ECKHARDT: Requesting bargaining.

4 MR. SEAY: Yes, we have located it.

5 MR. ECKHARDT: May I have it now?

6 Q. (By Mr. Eckhardt) All right.

7 Go ahead, Mr. Love.

8 A. Mr. Boyd had asked if I would get up and tell the em-
9 ployees who was at the meeting what happened in my department.
10 I did so.

11 Then Mr. Boyd stated to the people that there was--that
12 he had tried to contact Mr. John Warner through Mr. Lassiter
13 and Mr. Warner wouldn't meet with him.

14 Then we discussed about if we let the company get away
15 with this that they was going to try something else and that
16 immediate action should be taken in behalf of this matter.
17 They wanted--the majority of the members that was there wanted
18 to go on strike, but by not being too many there, they wouldn't
19 take a strike vote. The in-plant committeemen said that they
20 would take a strike vote at the regular meeting at the union
21 hall that Sunday afternoon at 2:00 p.m. on August 14th. At
22 that meeting on Sunday, August 14th--

23 Q. Excuse me, Mr. Love. I would like to conclude the meet-
24 ing of August 13th. Do you know at the time of the August 13th
25 meeting whether or not the Board had ruled on the refusal to

1 bargain case?

2 MR. GREENE: Object.

3 MR. SEAY: Yes, sir.

4 Q. (By Mr. Eckhardt) Did you know?

5 TRIAL EXAMINER: Overruled.

6 A. Yes.

7 Q. (By Mr. Eckhardt) All right.

8 How did you find that out?

9 A. Through Mr. Boyd.

10 Q. What did he say and when?

11 A. He mentioned that in the meeting.

12 Q. Which meeting?

13 A. In the August 13th meeting.

14 Q. What did he say?

15 A. He said that the Board had overruled the election.

16 Q. What?

17 A. The Board had overruled the election--union--I don't know
18 how he put it, but he mentioned that--

19 Q. Did he say what the effect of the Board's ruling was?

20 A. (No response.)

21 Q. What it meant?

22 A. I don't remember.

23 Q. Or what he had done?

24 A. Well, he said that he had written a letter, I believe.

25 Q. All right.

1 Go ahead.

2 A. To the company and asking them to bargain with the union.

3 Q. All right.

4 Did he say anything more on that subject or is that all
5 you recall?

6 A. That's all I recall.

7 Q. Did he indicate whether or not the company had answered
8 his letter?

9 A. No, he didn't.

10 Q. Pardon.

11 A. I don't remember him giving an answer of whether the com-
12 pany had answered his letter or not.

13 Q. All right.

14 Go ahead. Where was the August 14th meeting held?

15 A. It was held at our union hall on Highway 69, about two
16 miles north of Tyler.

17 Q. What time of day?

18 A. 2:00 p.m.

19 Q. Who was present, approximately, to the best of your recol-
20 tion?

21 A. It was approximately 22, 24 committeemens there.

22 Q. How many employees were there counting the committeemen,
23 including the committeemen?

24 A. Oh, there was around 30, I guess, in all, including the
25 committeemens.

1 Q. What went on at this meeting? What was said at this meet-
2 ing of August 14th, 1966?

3 A. We decided, the committeemens decided--

4 Q. First, will you indicate what was discussed?

5 A. Discussed of going on strike.

6 Q. All right.

7 Tell us what was said. How long did the meeting last,
8 approximately?

9 A. Approximately two hours.

10 Q. All right.

11 Now, will you try to think and try to remember as much
12 as you are able as to what was said.

13 TRIAL EXAMINER: Was Mr. Boyd there?

14 THE WITNESS: Yes, he was.

15 Q. (By Mr. Eckhardt) Were any other representatives of the
16 union there?

17 A. Mr. Beam was there.

18 TRIAL EXAMINER: Did they talk?

19 THE WITNESS: Yes, they did.

20 TRIAL EXAMINER: Tell us what Mr. Boyd said.

21 THE WITNESS: Mr. Boyd told us that the International
22 would back us up in our strike if we called one, that we would
23 be backed up and the committeemens decided that we would, that
24 we would go back into their departments which they was repre-
25 senting and find out how many was willing to participate in

1 this strike and if they could get a substantial number of them
2 to support this strike that they would walk out August 16th
3 about 10:00 a.m. in the morning.

4 Q. (By Mr. Eckhardt) Were any grievances discussed at this
5 meeting?

6 A. Yes, they was very unhappy.

7 Q. Tell us, please.

8 A. Well, it was several of the committeemens--

9 TRIAL EXAMINER: Just a minute. I think you have been
10 on the stand for an hour now. Let's take a five-minute break.

11 (A short recess was taken.)

12 TRIAL EXAMINER: On the record.

13 (The documents above-referred to
14 were marked as General Counsel's
15 Exhibit Nos. 29 through 29(kk)
for identification.)

16 MR. ECKHARDT: At this time Counsel for General Counsel
17 offers in evidence GC 29 through 29(kk) which have been marked
18 for identification.

19 MR. GREENE: No objection.

20 TRIAL EXAMINER: These are promotional lists, posted by
21 the company, from--

22 MR. GREENE: September--

23 TRIAL EXAMINER: June 1965--

24 MR. GREENE: September 25, 1965, through June 18, 1966.

25 TRIAL EXAMINER: I suppose some further evidence will be

1 developed either by the union or by the General Counsel or by
2 the respondent concerning this. I will admit them into evi-
3 dence.

4 (The documents above-referred to,
5 heretofore marked as General Coun-
6 sel's Exhibit Nos. 29 through 29
(kk) were received in evidence.)

7 MR. ECKHARDT: Could we have a stipulation that no repre-
8 sentative of the International Molders and Allied Workers Union
9 AFL-CIO was ever given prior notice of any of these alleged
10 promotional changes?

11 MR. GREENE: That's right.

12 MR. ECKHARDT: Thank you. Did I say, "Prior"?

13 MR. GREENE: Right.

14 MR. ECKHARDT: How about subsequent? May we have the
15 same stipulation that this union was never given notice of
16 these changes after they were posted on the board?

17 MR. GREENE: We never gave them notice, right.

18 MR. ECKHARDT: All right, thank you.

19 Q. (By Mr. Eckhardt) All right.

20 Mr. Love, do you know where you were in your testimony?

21 A. Yes, sir, I do.

22 Q. I asked you to tell me all that you could recall that was
23 said by anyone present at the August 14th, 1966, union meet-
24 ing.

25 A. At this meeting, ugust 14th, 1966, that Sunday afternoon

1 the committeemens reported how they were in their departments
2 concerning this.

3 Q. How they what?

4 A. How the members were in their departments concerning what
5 happened.

6 Q. I don't understand what you mean, "How their members were."
7 What do you mean by that?

8 A. How the employees--

9 TRIAL EXAMINER: How the employees reacted?

10 THE WITNESS: Reacted.

11 Q. (By Mr. Eckhardt) All right.

12 Go ahead.

13 A. They reported that the departments was unhappy over it.

14 Q. Over what?

15 A. Over what happened in the hub core department, the dis-
16 missal of the seven employees and the cut in pay and the change
17 in hours. They was ready to take immediate action concerning
18 this matter.

19 Q. Who were ready?

20 A. These different departments was ready.

21 Q. You are referring to employees in the different departments?

22 A. Yes, sir.

23 Q. Will you say it?

24 A. The employees in the different departments was ready to
25 take immediate action concerning this matter.

1 TRIAL EXAMINER: The committeemen had sounded out the
2 employees in the departments they represented?

3 THE WITNESS: Right.

4 TRIAL EXAMINER: And they reported at this meeting that
5 the employees in these departments were ready to take immediate
6 action for the reasons that you have stated?

7 THE WITNESS: Right.

8 TRIAL EXAMINER: Is that your testimony?

9 THE WITNESS: That's my testimony.

10 TRIAL EXAMINER: All right.

11 I wanted to make sure that we understood.

12 Q. (By Mr. Eckhardt) What else?

13 A. Then a strike vote was taken.

14 Q. Who took the vote? How was it taken? Give me the de-
15 tails.

16 A. The chairman of the committee, George Lovin asked some-
17 one--

18 Q. Asked someone?

19 A. Asked some of the committeemens to get up and make a
20 motion that the company would go on strike on August 16th
21 about 10:00 a.m. in the morning.

22 Q. You mean the company would go on strike?

23 A. The employees of the company.

24 Q. Excuse me. Go ahead.

25 A. The motion was carried and it was a unanimous decision

1 of the majority of the members who was present that this would
2 take effect.

3 Q. You said, "Unanimous" and then you said, "Majority."
4 Which was it?

5 A. It was a unanimous decision.

6 Q. All right.

7 What was the decision?

8 A. That the employees of the Tyler Pipe and Foundry Company
9 would walk out in protest of the seven that was discharged
10 and the company's refusal to bargain.

11 Q. All right.

12 A. On August 16th about 10:00 a.m. in the morning--

13 Q. Excuse me.

14 Was anything said--have you said everything now that you
15 recall was said at the August 14th meeting, said and done?

16 A. I believe I have.

17 Q. All right.

18 You mentioned that it lasted two hours. Have you covered
19 the whole meeting, as much as you recall?

20 A. As much as I recall.

21 Q. All right.

22 What happened--what was the next thing that happened
23 concerning the August 16th strike after the meeting of August
24 14th at 2:00 o'clock in the afternoon? Did you make any pre-
25 parations?

1 A. Yes.

2 Q. What were they?

3 A. Beginning to make pickets for the pickets to carry.

4 Q. When?

5 A. The pickets were made that following Monday on August 16th
6 at 10:00 a.m. in the morning, the seven that was discharged
7 started picketing the gates of Tyler Pipe and Foundry Company.

8 Q. You have told us everything that led up to the strike that
9 started on August 16th, have you?

10 A. I think I have.

11 Q. All right.

12 Now, let's go back after the Sunday meeting of August
13 7th. After that meeting was concluded, what did you do in
14 connection with your termination of employment?

15 A. I went to Wayne Justice, United States Attorney.

16 Q. Excuse me. Now, I am talking about what was the very
17 next thing that happened after the Sunday afternoon union meet-
18 ing concerning your job?

19 MR. GREENE: He's trying to answer. I wish you would quit
20 interrupting this man and let him testify.

21 A. Oh, that Sunday afternoon, on August 7th, around twenty
22 minutes to six in the evening, I reported back for work. As I
23 was entering into Gate No. 2, the security guard was on the
24 outside of his little guard shack. Pete Bowins, who was a
25 supervisor of mine, was inside the shack. When I entered the

1 gate, the guard told me to turn in my badge and leave the park-
2 ing lot immediately.

3 Q. (By Mr. Eckhardt) Was any supervisor present at that
4 time?

5 A. Pete Bowins.

6 Q. All right.

7 TRIAL EXAMINER: What did you do?

8 THE WITNESS: I gave him my badge and I left the parking
9 lot immediately.

10 Q. (By Mr. Eckhardt) Was there any conversation between
11 you and Pete Bowins or between Bowins and anybody else?

12 A. Not that I saw.

13 Q. Did Pete Bowins make any motions?

14 A. No.

15 Q. All right.

16 Was there anything further that happened that--concerning
17 your termination of employment after this?

18 A. On August 16th, I received the letter from Tyler Pipe
19 and Foundry Company which my final check was in the letter and
20 a deduction of the equipment that was issued by Tyler Pipe and
21 Foundry and pre-vacation pay, or something that the company
22 called it, that I had received.

23 MR. ECKHARDT: Would the reporter please mark this for
24 identification as GC 30?

25

(The document above-referred to was
marked as General Counsel's Exhi-
bit No. 30 for identification.)

1 MR. ECKHARDT: GC 30 purports to be a letter from Dave
2 McKie to F. W. Love, dated August 16, 1966.

3 At this time we offer GC 30 for identification into evi-
4 dence.

5 TRIAL EXAMINER: May I see it?

6 MR. GREENE: No objection.

7 TRIAL EXAMINER: Will you stipulate that the company sent
8 this?

9 MR. GREENE: Yes, sir.

10 TRIAL EXAMINER: O.K., received.

11 (The document above-referred to,
12 heretofore marked as General Coun-
13 sel's Exhibit No. 30, was received
in evidence.)

14 Q. (By Mr. Eckhardt) Mr. Love, now, you mentioned earlier
15 that you had a discussion--withdraw the question.

16 Mr. Love, do you know what changes were contemplated by
17 Mr. Barrett--withdraw it.

18 Do you know what changes Mr. Barrett intended to make--
19 withdraw it.

20 Do you know what changes the company, Tyler Pipe and Foun-
21 dry Company, intended to make with respect to the three shifts--

22 A. Yes.

23 Q. --as of the time you were first notified of the change
24 and if you do, will you state how you knew that and what the
25 changes were?

1 A. As of August 5th.

2 MR. ECKHARDT: No further--let's see, oh, I have some
3 more questions.

4 Can we have a stipulation about Mr. Grisham? Could we
5 stipulate that he is an employee of the company, a man who
6 has the authority to approve loans to individual employees in
7 the company and he is the man--

8 TRIAL EXAMINER: See what they will stipulate to.

9 MR. GREENE: Here's the way this thing works. He is the
10 credit association manager. There is a committee that approves
11 the loans and he is not even on the committee.

12 TRIAL EXAMINER: Who appoints him as credit association
13 manager?

14 MR. GREENE: The employees.

15 TRIAL EXAMINER: What employees?

16 MR. GREENE: Of Tyler Pipe.

17 TRIAL EXAMINER: Who are members of this credit associa-
18 tion. Is this a company-sponsored affair?

19 MR. GREENE: It is a Texas Credit Association and it does
20 business under the laws of the State of Texas and has an
21 office. and what have you, on our premises--

22 MR. SEAY: It has a charter from the state?

23 TRIAL EXAMINER: Supplied by the company?

24 MR. GREENE: That's right.

25 MR. ECKHARDT: Is its stationery and office supplies

1 supplied by the company?

2 MR. GREENE: No.

3 MR. ECKHARDT: Who supplies those?

4 MR. GREENE: The credit association.

5 TRIAL EXAMINER: Has the company any authority over this
6 Grisham?

7 MR. GREENE: No, sir.

8 TRIAL EXAMINER: No company official has any authority
9 over him?

10 MR. GREENE: He is chosen by the members.

11 TRIAL EXAMINER: I didn't ask that.

12 I asked if any company official had authority--

13 MR. GREENE: He said, "No."

14 TRIAL EXAMINER: Is that the answer?

15 MR. GREENE: That's right.

16 MR. ECKHARDT: Is he paid by a salary?

17 MR. GREENE: Yes, sir.

18 MR. ECKHARDT: He receives a salary from the members
19 themselves?

20 MR. SEAY: He receives the salary from the company, but
21 the credit association reimburses--

22 MR. ECKHARDT: --the company?

23 TRIAL EXAMINER: What arrangement--that's the point. The
24 company lays out certain funds for this association and is
25 reimbursed by the association? What is the arrangement on

1 that?

2 MR. McKIE: Mr. Grisham is a long-time employee of the
3 company and has been the manager of the credit association
4 since its inception. His salary is paid by Tyler Pipe and
5 Foundry Company and the credit association reimburses the
6 company for the salary of Mr. Grisham, or for the payment
7 they have made for Mr. Grisham.

8 TRIAL EXAMINER: He accumulates seniority in the meantime
9 with the company for retirement purposes?

10 MR. McKIE: That is correct.

11 MR. SEAY: Yes. he keeps his benefits and seniority.
12 He is a long-time employee on those programs.

13 TRIAL EXAMINER: How as that arrangement arrived at con-
14 cerning Mr. Grisham?

15 MR. McKIE: Well, it was arrived at, I think, from the
16 necessity. When they organized the credit union, they, of
17 course, had no money and they operated for awhile and they had
18 to have somebody operate it and Mr. Grisham was elected or
19 was appointed by the members as the manager.

20 MR. ECKHARDT: Does the company have the authority to
21 remove Mr. Grisham from his job if he is inefficient?

22 MR. McKIE: No, the directors who are elected by the
23 members of the credit association has that authority.

24 MR. ECKHARDT: Does the credit association reimburse the
25 company for the cost of the office space?

1 MR. MCKIE: They do.

2 MR. ECKHARDT: How much is that per month?

3 MR. MCKIE: I am not sure. I believe it is \$100 a month.

4 MR. ECKHARDT: Does Mr. Grisham have any duties other
5 than his credit manager duties?

6 MR. MCKIE: No, he does not.

7 MR. ECKHARDT: As far as with the company?

8 MR. MCKIE: (Nods head, "No.")

9 TRIAL EXAMINER: This credit association is solely for
10 the employees?

11 MR. MCKIE: It is a regular chartered credit association
12 with the banking commission. It's exclusively for the em-
13 ployees of Tyler Pipe and Foundry.

14 TRIAL EXAMINER: And that includes all employees re-
15 gardless of position?

16 MR. MCKIE: Yes, sir.

17 MR. ECKHARDT: Is Mr. Grisham a stockholder in Tyler Pipe
18 and Foundry?

19 MR. MCKIE: I believe he is.

20 MR. ECKHARDT: Could we have a stipulation to that effect?

21 MR. GREENE: You have got it on the record.

22 TRIAL EXAMINER: Well, it's right on the record.

23 MR. ECKHARDT: All right.

24 Do you know about how many shares he has in the company,
25 approximately?

1 A. No, I am not.

2 Q. Because you don't know anything about that, do you?

3 A. I don't know when it was supposed to start. They told
4 me that they was going to be cut in pay.

5 Q. Now, as an in-plant committeeman, how many in-plant committee
6 men do you have?

7 MR. ECKHARDT: Excuse me. That should be a certain date.
8 He might have more now than he had then.

9 MR. SEAY: On August 5th.

10 MR. ECKHARDT: Well, that's all right.

11 Q. (By Mr. Seay) How many did you have on August 5, 1966?

12 A. I wouldn't know the exact number, but it was between 22
13 and 26.

14 Q. When you were elected as an in-plant committeeman, did
15 you act for other people or did you act as a committee? How
16 did you act?

17 MR. ECKHARDT: Objection. It calls for a conclusion.

18 TRIAL EXAMINER: He represented the other people, he testi-
19 fied.

20 THE WITNESS: I represented my department.

21 Q. (By Mr. Seay) You represented your department?

22 A. Right.

23 Q. Now, were you taking this decision to walk off your job
24 there that night as a union representative?

25 A. Yes.

1 Q. You were?

2 A. Yes.

3 Q. Who authorized it?

4 A. Say what?

5 Q. Who authorized it?

6 A. As a group, Clay and myself are committeemens. We de-
7 cided that if the management wouldn't talk to us as a group
8 that we would walk off.

9 Q. You didn't make any effort to contact Mr. Boyd that night,
10 August 5th, before you decided to take this action?

11 A. Not before.

12 Q. And you didn't make any attempt before you walked off
13 that night to contact Mr. Lovin?

14 A. We didn't have time.

15 Q. That's right, you just took a sudden action that night?
16 You didn't have time to call anyone of these union fellows,
17 did you?

18 A. No.

19 Q. You didn't contact any other in-plant committeemen, did
20 you?

21 A. Not any more than in my department.

22 Q. You just told Mr. Barrett that he was going to talk to
23 you and Clay and these other six people, if there was six
24 of them, or seven of them, as a group right then, is that
25 correct?

1 how many days, approximately?

2 TRIAL EXAMINER: Well, we established that. It started
3 on the 16th and on the 18th was the first time Ashcraft walked
4 the picket line.

5 THE WITNESS: Right.

6 Q. (By Mr. Eckhardt) What were you doing out here at the picket
7 line?

8 A. Taking them water.

9 Q. Taking who water?

10 A. The pickets, Joe Smith and Ashcraft.

11 MR. ECKHARDT: (A conversation between Mr. Eckhardt and
12 Mr. Boyd.)

13 A. 10:00 o'clock a.m.

14 MR. ECKHARDT: I asked someone if he had stated the time
15 of day and the witness answered, "10:00 a.m.)

16 TRIAL EXAMINER: O.K.

17 MR. ECKHARDT: No further questions of this witness at
18 this time.

19 MR. GREENE: No questions.

20 TRIAL EXAMINER: You are excused, Mr. Wilson. Thank you.

21 (Witness excused.)

22 MR. ECKHARDT: At this time we call Mr. Charles Boyd.

23 Whereupon,

24 CHARLES A. BOYD

25 was called as a witness by and on behalf of the General

1 Counsel and, having been first duly sworn, was examined and
2 testified as follows:

3 TRIAL EXAMINER: Would you state your full name and
4 address.

5 THE WITNESS: Charles A. Boyd, 5 Lakeside Drive, Bridge-
6 ton, New Jersey.

7 TRIAL EXAMINER: You may inquire.

8 MR. ECKHARDT: Mr. Davis, do you have the Board's deci-
9 sion in the prior case?

10 TRIAL EXAMINER: Yes.

11 MR. SEAY: What is the date of that decision, Mr. Eckhardt?

12 MR. ECKHARDT: It is November 4, 1966.

13 Could we have a stipulation to that effect?

14 MR. GREENE: It's on there.

15 MR. ECKHARDT: No, it isn't. It isn't on this copy.

16 TRIAL EXAMINER: Will you stipulate that the Board deci-
17 sion issued November 4, 1966?

18 MR. GREENE: Right.

19 MR. ECKHARDT: May we have the further stipulation that
20 Trial Examiner Boyls, B-o-y-l-s, issued her decision on July
21 7, 1966, in Case No. 161 NLRB66 which is Tyler Pipe and Foun-
22 dry Company?

23 TRIAL EXAMINER: Well, it says so in the Board's decision?

24 MR. ECKHARDT: Yes.

25 TRIAL EXAMINER: I will take official notice of that.

1 MR. SEAY: Yes, we will stipulate to that and that it was
2 without any hearing and we have never been able to obtain a
3 hearing.

4 TRIAL EXAMINER: I will take official notice of the date
5 Mrs. Boyls issued her decision.

6 DIRECT EXAMINATION

7 Q. (By Mr. Eckhardt) Mr. Boyd, will you state what your
8 position with the union is at the present time?

9 A. In connection with the subject at hand, I am in the capa-
10 city of International Representative.

11 Q. What is your position called?

12 A. (No response.)

13 Q. You say International Representative?

14 A. International Representative, yes.

15 Q. What has been your connection, if any, with this case--
16 withdraw it.

17 What has been your position with respect to the Tyler
18 Pipe and Foundry Company during the period of the Case No.
19 16-CA-2568, and I hand you the Board Order so you will know
20 what the question is. What was your position in that case?

21 A. Well, I have been appointed by the International Union
22 to represent the International's interest in this case.

23 Q. What duties have you had and authority have you had con-
24 cerning seeking bargaining with the Tyler Pipe and Foundry
25 Company since the union, the Molders Union's petition was

1 filed on June 15, 1965?

2 What has been your connection with this case--with this
3 company, rather?

4 A. What has been my connection with the case?

5 Q. Yes, what has been your function since the petition and
6 the case that you have in your hand was filed, the petition
7 was filed in that case?

8 A. Well, I assume it has been my responsibility to consum-
9 mate an agreement with the company and to assist the employees
10 covered under the unit that was certified by the Board.

11 Q. All right.

12 Now, how long have you had that function after June 15,
13 1965?

14 A. I have had that function from that day and I still have
15 that responsibility.

16 MR. ECKHARDT: Would the reporter please mark this for
17 identification as GC 31.

18 (The document above-referred to was
19 marked as General Counsel's Exhi-
bit No. 31 for identification.)

20 Q. (By Mr. Eckhardt) I hand you GC 31 for identification,
21 Mr. Boyd, and ask you if you have ever seen that and, if so,
22 what is it?

23 A. I have never seen the actual letter itself, but I am
24 very familiar with it.

25 Q. All right.

1 What is it?

2 A. It is a letter from the president of our International
3 to Mr. John Warner, president of Tyler Pipe and Foundry Com-
4 pany and it says, in effect, that they request the company
5 to schedule meetings to start negotiations.

6 Q. Who is "They"?

7 A. The officials of Tyler Pipe and Foundry.

8 TRIAL EXAMINER: What is the date of the letter?

9 THE WITNESS: Dated July 26, 1966.

10 TRIAL EXAMINER: May I see it?

11 Now, wasn't this part of the record in the case before
12 Mrs. Boyls?

13 MR. ECKHARDT: No, sir, because her decision came down on
14 July 7th and this is dated July 26th.

15 MR. SEAY: That must be a Trial Examiner's decision that
16 you are talking about. It's not a Board decision. That's
17 why I asked for the stipulation on that Board decision. It
18 was November--

19 TRIAL EXAMINER: Well, I will take official notice of when
20 Fannie Boyls issued her decision.

21 MR. ECKHARDT: It's here on the first line--

22 MR. GREENE: We understand that.

23 MR. ECKHARDT: May we have a stipulation that the Tyler
24 Pipe and Foundry Company has not replied to this letter which
25 is GC 13 for identification?

1 MR. GREENE: That's right.

2 MR. ECKHARDT: And also that John A. Warner, president of
3 Tyler Pipe and Foundry Company, has never replied to that
4 letter?

5 MR. GREENE: That's right.

6 MR. SEAY: Not to this one; he has written two other
7 letters which we will put in as part of our defense.

8 MR. ECKHARDT: Could I see them?

9 MR. GREENE: We will show you them when we put them in.

10 MR. ECKHARDT: Could I see them now?

11 MR. GREENE: No.

12 MR. ECKHARDT: Any reason?

13 MR. GREENE: Not particularly, I would just like to get
14 on with this case here.

15 MR. ECKHARDT: You say they are a reply to this letter?

16 MR. GREENE: No, they are not.

17 MR. ECKHARDT: At this time we offer GC 31 for identifi-
18 cation in evidence.

19 TRIAL EXAMINER: Any objection?

20 MR. GREENE: No objection.

21 TRIAL EXAMINER: This letter was received by the company?

22 MR. GREENE: It was.

23 TRIAL EXAMINER: O.K. GC 31 is in evidence.

24 (The document above-referred to,
25 heretofore marked as General Coun-
sel's Exhibit No. 31, was received
in evidence.)

1 Q. (By Mr. Eckhardt) Now, prior to this letter written
2 by Mr. Lazzerini on July 26, 1966, Mr. Boyd, have you ever
3 requested the Tyler Pipe and Foundry Company to bargain with
4 the union?

5 A. Yes, we had made requests prior to that time.

6 TRIAL EXAMINER: Previously covered in the decision.
7 Previous requests and admissions and refusals and so forth, are
8 covered in that decision by the Board.

9 MR. ECKHARDT: But I wanted to get within the period of
10 this case.

11 Q. (By Mr. Eckhardt) Did you ever make any requests after
12 February 23, 1966, of the company to bargain with the union?

13 MR. GREENE: He just introduced one.

14 MR. ECKHARDT: Other than that one.

15 TRIAL EXAMINER: He himself, rather than--

16 A. Yes, we had made previous requests on several occasions.
17 I don't recall the exact dates.

18 Q. (By Mr. Eckhardt) All right..

19 What were the responses, if any, to those requests?

20 A. Well, we were either told that they would not negotiate
21 until the Circuit Court had made a decision or we didn't get
22 any reply.

23 Q. Did you ever have a conversation--withdraw it.

24 Did you ever give any authority--withdraw that.

25 Did you ever authorize any member or group of committeemen

1 at the Tyler Pipe and Foundry Company to take strike action?

2 A. Yes.

3 Q. Will you state what authority you had vested in the
4 committee at Tyler Pipe and Foundry Company?

5 A. Yes.

6 Q. And approximately when this authority was given to them.

7 A. Since, I think, back sometime immediately after the first
8 certification was issued by the Regional Director.

9 Q. Are you referring to the certification of September 30,
10 1965, by the Regional Director?

11 A. That's right.

12 Q. All right.

13 Go ahead.

14 A. With the approval of the International Union, I have
15 instructed the in-plant committee that until the company is
16 willing to bargain collectively with the union that any action
17 on the part of the company resulting in unfair treatment of
18 employees, they had full authority to act as a committee and
19 do what they thought was best to protect themselves. They
20 have this authority including the right to strike.

21 Q. Now, from whom did you derive your authority to tell the
22 committee that?

23 A. From the International president and the International
24 executive board.

25 Q. I see. Have you ever had any consultation with your

1 superiors about Tyler Pipe and Foundry Company?

2 A. Oh, yes, we have had quite a bit of consultation with
3 them.

4 Q. Are you the one with the sole authority between the Inter-
5 national and the committee?

6 A. I am in complete charge of the Tyler Pipe situation.

7 Q. And have been since when?

8 TRIAL EXAMINER: He has testified since June 15, 1965.

9 MR. ECKHARDT: Thank you.

10 Q. (By Mr. Eckhardt) Did you ever have a conversation with
11 a member of the in-plant committee prior to the August 5 walkout?

12 A. Yes.

13 Q. Will you state when the first conversation was concerning
14 the walkout with any member of the in-plant committee?

15 A. I had a talk with George Lovin who was the chairman of
16 the in-plant committee. This happened in the very early hours
17 of August 6.

18 Q. Will you tell us where you were and where Mr. Lovin was.

19 A. I was in San Francisco and Mr. Lovin was calling from
20 Lindale, I believe.

21 Q. Texas?

22 A. Yes, sir.

23 Q. Go ahead and tell us what you recall was said in this
24 conversation.

25 A. Well, he had called me--he had put in several calls

1 earlier that day and he was trying to get myself or Mr. Bud
2 Beam who was with me in San Francisco. When I arrived in my
3 room, I think, about 1:00 o'clock at night, it was, I think,
4 3:00 o'clock here.

5 Mr. Lovin called me and he told me that they had trouble
6 in the plant and he identified the trouble as being in the
7 hub core department where he pointed out that the company
8 had changed the work shifts of a number of employees and
9 that they had reduced the rates of a number of employees.
10 We discussed the effect that this will have on the members.
11 Now, he pointed out that some people had been required to
12 work four ten-hour days where they had normally worked five
13 eight-hour days.

14 This, in effect, would mean that each employee involved--

15 Q. Did he tell you this?

16 Did Mr. Lovin tell you this?

17 A. Yes, sir.

18 Q. Go ahead.

19 A. We discussed the effect that this would have on the em-
20 ployees. It meant that for each day that the people who had
21 worked the eight-hour shifts were scheduled to work ten-hour
22 shifts. It would mean that these people would be working
23 what we consider premium hours at this straight time rate.
24 This, of course, was of great significance to us because this
25 could have applied to many other departments in the plant.

1 Now, in the case of some of the people having to work
2 what is known as split shifts--

3 Q. Now, you understand that your testimony applies strictly
4 to this telephone conversation between you and Lovin?

5 A. Yes. We discussed what this would mean.

6 Q. All right.

7 Go ahead.

8 A. The important of it. He told me that the hub core depart-
9 ment was very much upset about it and that he had heard--

10 Q. About what?

11 A. What do you mean, "About what"?

12 Q. You said that Mr. Lovin said that his hub core department
13 was very upset about it; what do you mean by "It"?

14 TRIAL EXAMINER: He has testified. He has laid the back-
15 ground about what he is testifying. He doesn't have to repeat
16 it.

17 MR. ECKHARDT: All right.

18 A. About the changes that the company had been putting into
19 effect in the hub core department. He told me that he had
20 heard that these people had refused to work, had walked off
21 the job that night and that he had heard rumors that other people
22 in other departments wanted to join them and he wanted to know
23 if I couldn't get to Tyler the next day and I pointed out to
24 him that this would be impossible because of the airline strike.
25 That I would suggest that he make a thorough investigation into

1 the matter and I would call him back on Sunday.

2 On Sunday--

3 Q. Excuse me.

4 Now, did you make any suggestions to Mr. Lovin?

5 A. Well, I suggested to him that in the meantime what he
6 should try to do is to get the committee--I suggested four or
7 five of the committee--to try to set up a meeting. I suggest-
8 ed Mr. Warner. I told him that I thought Mr. Warner would
9 talk to him about this matter.

10 Q. All right.

11 A. In the meantime, I called him back on Sunday to find out
12 what progress he had made.

13 Q. Did you indicate to Mr. Lovin at that time approximately
14 when you would call him on Sunday?

15 A. When the meeting took place on Sunday, 2:00 o'clock. I
16 told him that I would call him during that meeting and we could
17 further discuss the matter.

18 Q. Did that conclude your conversation with Mr. Lovin on
19 August 6th?

20 A. I would say that this basically was the entire conversa-
21 tion.

22 Q. All right.

23 Now, when was the next time that you called Mr. Lovin--
24 excuse me--when was the next time that you called Tyler or any
25 member of the committee?

1 A. I called George Lovin on Sunday, the 7th.

2 Q. Do you know who answered the phone?

3 A. Mr. Frank Love answered the phone.

4 Q. What did you say to Mr. Love on that occasion?

5 A. I asked him how he was making out with that situation
6 and he said--that was the first time that I had talked to him
7 about it--and he told me that the people in that department
8 had just walked out and--

9 Q. You are referring to the hub core department?

10 A. Yes, that's right.

11 Q. Go ahead.

12 A. That he had tried to get a meeting with management, that
13 he wanted to talk with management as a group and management
14 had flatly refused to do so and that they had decided that it
15 was best to walkout as a group. That they had done this.

16 Q. Was this a relatively short conversation with Mr. Love?

17 A. This was very short.

18 Q. All right.

19 Who did you talk to next?

20 A. I asked to speak with George Lovin.

21 Q. All right.

22 What did you say to Lovin?

23 A. I asked George what had developed and he told me about
24 what had happened. I asked him how many people were there
25 and he told me he had approximately 20 or 21 people and that

1 some of the people involved in the hub core incident were there
2 and they were on his back to pull a strike right then.

3 Q. Is that what he told you in this telephone call?

4 A. Yes, sir.

5 Q. All right.

6 Anything else that you recall saying to Mr. Lovin at that
7 time?

8 A. I suggested to George at that time that he should get up
9 a handbill, that he should ask Peterbough to help him with it
10 and he should let the people in the plant know exactly what
11 happened. If we intended to ask these people to support us,
12 we thought they should know exactly what happened. I told
13 him that I would be leaving the next day, which was the 8th,
14 and I would be driving from California to Tyler. That in the
15 meantime he should make an effort to talk with someone in the
16 company to see if he couldn't get this thing straightened out.

17 Q. Do you know if Lovin had tried to contact Warner at the
18 time that you talked to Lovin?

19 A. I might have suggested to him at that time that he do--
20 I might have asked him if he had talked to Mr. Warner.

21 Q. What is your best recollection on that point?

22 A. I told him then that I thought he should talk to Mr. War-
23 ner. If I recall, that's when I told him that he should talk
24 to Mr. Warner and I asked him to call me back and let me know
25 how he made out and if the matter could be adjusted, then,

1 of course, it would not be necessary for me to leave San Fran-
2 cisco because I wanted very much to stay in San Francisco. I
3 wanted this matter to be settled if possible.

4 Q. Anything further in this particular conversation?

5 A. (No response.)

6 Q. Did you talk to Lovin after this conversation again dur-
7 ing the union meeting?

8 A. No, he called me back later that day.

9 Q. What was said in this conversation?

10 A. He reported that he had no luck; that it appeared that
11 the people were going to strike on Monday morning.

12 Q. What did you say in this second conversation with Lovin?

13 A. I suggested to him that we do not have a strike until we
14 had invited the people to a meeting to explain the situation
15 in person and have the people have their say.

16 Q. Excuse me. Who do you mean by "People"?

17 A. I mean the employees of Tyler Pipe.

18 Q. Thank you.

19 A. That they should be permitted to come down and have their
20 say about the matter. That I would be in perhaps by Wednesday
21 and we could schedule a meeting for that following Saturday
22 and I think this was about the subject of the--

23 Q. These two telephone conversations that you had with Mr.
24 Lovin, what period of time would have included both of those
25 calls?

1 A. You mean between one call and another?

2 Q. Yes.

3 A. I talked with him at 2:00 o'clock which was, I think,
4 12:00 o'clock California time, and, oh, around 3:00 o'clock
5 California time, which would have been two hours difference
6 here, he called back.

7 Q. Did you indicate--I don't recall--did you indicate when
8 you would be back to Tyler?

9 A. I told him then that I would have to come back. I would
10 be leaving the next day and we left Monday morning.

11 Q. Did you indicate when you would arrive in Tyler?

12 A. Well, I told him that we would try to get in by Wednesday
13 night and we got in Wednesday night.

14 Q. Did you drive?

15 A. Yes, sir.

16 Q. When did you arrive in Tyler?

17 A. At 9:30 Wednesday.

18 MR. GREENE: I am going to object to all of this. My
19 goodness!

20 Q. (By Mr. Eckhardt) What did you do when you arrived in
21 Tyler concerning the strike of August 16th?

22 A. Concerning the strike of August 16th?

23 Q. I mean with respect to the matters at hand?

24 A. I drafted a handbill--

25 TRIAL EXAMINER: Excuse me.

1 Off the record.

2 (Discussion off the record.)

3 TRIAL EXAMINER: Back on the record.

4 Q. (By Mr. Eckhardt) What action did you take when you
5 arrived in Tyler?

6 A. Well, first of all, very early on Thursday morning I
7 drafted a handbill to be passed out to the employees of Tyler
8 Pipe inviting them to a meeting to be held on the 13th at
9 the National Guard Armory.

10 Q. Do you have that with you in the courtroom?

11 TRIAL EXAMINER: It's in evidence.

12 A. I think that was turned in earlier.

13 Q. (By Mr. Eckhardt) Pardon me.

14 A. I think it was turned in earlier.

15 Q. Would you check your file--

16 TRIAL EXAMINER: It's in evidence.

17 MR. GREENE: It's in evidence.

18 TRIAL EXAMINER: Here, your General Counsel's 28.

19 A. That's the one. This is the handbill.

20 Q. (By Mr. Eckhardt) I hand you GC 28, and ask you if you
21 know what that is?

22 A. Yes, this is the handbill that was passed out to the
23 Tyler Pipe employees on Thursday, which would have been the
24 11th of August, I believe.

25 MR. GREENE: Mr. Trial Examiner, I'm going to object.

1 He has got all of this established and I don't know what the
2 purpose of all of this is anyway.

3 MR. ECKHARDT: Can we have a stipulation that the strike
4 that started on August 16th was an unfair labor practice
5 strike, Mr. Greene?

6 MR. GREENE: Oh, good gosh! Of course not.

7 MR. ECKHARDT: Well, then I will have to go ahead.

8 Q. (By Mr. Eckhardt) Go ahead, Mr. Boyd.

9 A. After we got this handbill up--

10 Q. What happened when you arrived in Tyler from San Francis-
11 co concerning this case?

12 A. What happened when I arrived?

13 Q. Concerning the strike.

14 A. I stopped by the hall.

15 Q. No, I am not asking for that; did you have a conversation--

16 A. The next morning I got this handbill up and immediately
17 after that I remembered that I knew a professional employee
18 that had recently went to work at Tyler Pipe. That was Mr.
19 John Lassiter whom I dealt with for several years in another
20 plant.

21 Q. All right.

22 Go ahead with that.

23 A. I remembered him and I thought I should try to call him
24 and I did call him to see if he wouldn't try to set up a meet-
25 ing with Mr. Warner and myself to see if we couldn't resolve

1 this situation. I called Mr. Lassiter in the plant at approxi-
2 mately 11:00 o'clock.

3 Q. What date?

4 A. That was on the 11th, Thursday, the 11th.

5 Q. Of what?

6 A. Of August.

7 Q. Thank you.

8 Go ahead.

9 A. He told me that he would try to see him and that he had
10 heard about the incident--that he wasn't too familiar with it--
11 but he had heard about it and he would see Mr. Warner to see
12 if Mr. Warner would talk about it. He took my number and pro-
13 mised to call me back. In about 20 minutes he did call and
14 told me that Mr. Warner had taken the position that we were
15 not the bargaining agency for the people and that he would
16 decline to meet with me.

17 Q. What happened next concerning the strike that occurred
18 later? What was the next event concerning the strike?

19 A. Well, I think the next event related to the strike was
20 the meeting that we held on the 13th.

21 Q. Do you recall any conference with Mr. Love before the
22 meeting of August 13th?

23 A. A conference with Mr. Love before the meeting of August
24 13?

25 Q. Between the meeting of August 13th and when you arrived

1 in town from San Francisco?

2 A. I had talked with Frank Love about the matter that happen-
3 ed in the hub core department. He more or less explained in
4 a little bit more detail what he had already told me on the
5 telephone. I think he was out to the hall on Thursday morning
6 when I got there. I talked with him at some length at that
7 time.

8 Q. Tell us what time of day this meeting was of August 13th?

9 A. We announced the meeting for 6:00 o'clock; it was nearly
10 7:00 o'clock when we started because we had a terrific rain
11 and lightening storm.

12 Q. Will you tell us approximately how many employees were
13 present, if any?

14 A. Well, I would say we had less than a hundred people. It
15 was a very disappointing crowd. It was less than a hundred,
16 but I think about 70 people.

17 Q. Will you state who else was there?

18 A. Well, he stated--

19 Q. (By Mr. Eckhardt) I mean, tell us--was any of the members
20 of the committee there?

21 A. I would say that most of the committee were there.

22 Q. Could you name two of them?

23 A. George Lovin, John Peterbough, Mr. Lott, Dutch Master,
24 Joe Smith, Andy Smith, Charley Wilson, McCloud.

25 Q. Go ahead.

1 A. I would say all with the exception of two or three were
2 there.

3 Q. Tell us what was discussed at this August 13th union
4 meeting?

5 A. Well, first of all, I had told the people of the develop-
6 ments in the case leading up to the present time. I explained
7 to them that the Board had recently turned down the company's
8 appeal for further review or a hearing and that the Examiner
9 had ruled that the company should negotiate within 30 days
10 and post notices accordingly. I explained that this happened
11 on the 7th of July.

12 Q. Of what year?

13 A. 1966, and that we had sent the company a letter request-
14 ing that they start negotiations. I pointed out to them--

15 Q. Did you indicate what result you had--

16 TRIAL EXAMINER: Well, let him finish his answer. He's
17 going along fine.

18 A. I didn't indicate at that point what results we had had.
19 I pointed out to them that the incident that had occurred in
20 the hub core department was only another attempt by the com-
21 pany to defy the National Labor Relations Board, to ignore the
22 union, and to further deprive its employees of the right to
23 bargain for matters of working conditions and wages. I told
24 them that I thought they were right in taking a stand to pre-
25 vent the company from putting in changes that they were not

1 consulted about.

2 I pointed out to them that the company could avoid this
3 strike or walkout any time they wanted to by simply sitting
4 down and negotiating. I explained these matters to them and I
5 told them that I thought, too, that they should take a very
6 firm position that they should do something about this matter.
7 I explained to them that the International President had just
8 told me on Sunday--

9 Q. Did you mention his name?

10 A. William Lazzerini. I don't know if I mentioned his name.

11 Q. All right.

12 Go ahead. Excuse me.

13 A. He had told me to tell them that he would stand behind
14 them anytime they wanted to stand up and protect their rights
15 and we went into discussions that came up on the floor. Several
16 of the people involved in the hub core department walkout were
17 there and they gave personal accounts of what went on. I
18 think Frank Love was more or less a spokesman. He gave a very
19 lengthy report on what had happened.

20 Now, at this meeting the people in attendance wanted to
21 vote then and there to strike as of Monday morning. Now, we
22 had one or two key people missing off the committee who were
23 not there. Now, these were key people and key departments.
24 They could not be there for some reason, I don't know what,
25 but they would--I understand--be at the Sunday meeting. So

1 then it was decided that we would wait until Sunday to get
2 the opinion of these key people as to what the thinking was
3 of the people in their departments. So a vote was taken there
4 to leave the question of striking or not striking into the
5 hands of the committee who would be meeting on Sunday. And
6 that's what was done. It was decided that they would leave
7 it into the hands of the committee to strike or not strike on
8 Sunday.

9 Q. When was that decision to be made?

10 TRIAL EXAMINER: He said, "Sunday."

11 A. The next day, Sunday, the 14th.

12 Q. (By Mr. Eckhardt) All right.

13 Now, have you concluded your testimony concerning this
14 union meeting on August 13th?

15 A. There might have been other insignificant things that
16 happened that I don't recall, but what I am saying is that
17 this is basically--the most part of the meeting was basically
18 involved in the things that I have mentioned.

19 Q. Approximately how long did this meeting last?

20 A. Oh, that meeting lasted about an hour and 15 minutes,
21 I guess.

22 Q. Did you attend the August 14th meeting?

23 A. Yes.

24 Q. Will you state who was there, what was said, and approxi-
25 mately how many employees, if any, were there?

1 A. You would have between 30 and 35 people.

2 Q. Who was present and who presided and what was said?

3 A. Who was present, we had, I think, just about a complete
4 committee and we had about 10 or 12 people who were not on
5 the committee there.

6 Q. Do you recall what you said at the August 14th union
7 meeting?

8 A. At the August 14th meeting I more or less restated what
9 I had said before.

10 Q. Do you recall where that meeting was held?

11 A. At the union cottage--

12 TRIAL EXAMINER: Let me ask a question at this point.

13 Did you at either meeting repeat your conversation with
14 Lassiter with regard to a meeting with Warner?

15 THE WITNESS: Yes, sir, I brought them up to date on
16 everything that I could recall right then.

17 TRIAL EXAMINER: At both the 13th and 14th meetings?

18 THE WITNESS: Very definitely, yes.

19 TRIAL EXAMINER: You mentioned the message that Lassiter
20 conveyed to you from Warner?

21 THE WITNESS: Yes, sir.

22 TRIAL EXAMINER: All right.

23 Q. (By Mr. Eckhardt) Go ahead. If you will, Mr. Boyd, tell
24 us all that happened that you now recall at the August 14th
25 union meeting including what was said.

1 A. At the August 14th union meeting, I believe--

2 TRIAL EXAMINER: He said that he had repeated what he
3 had said the day previous.

4 Q. (By Mr. Eckhardt) Do you recall whether that meeting
5 was in the evening or in the afternoon?

6 A. The meetings are held at 2:00 o'clock.

7 Q. Approximately how long did that meeting last?

8 A. Well, that lasted shortly less than two hours, I'd say.

✓ 9 Q. Do you remember any particular remarks by anyone there?

10 A. Well, what we had when we got there was the people from
11 the various committees, they had taken a very strong position
12 that they wanted the International--to make sure that they
13 were going to support them in a strike. Now, they pointed
14 out that if they didn't get protection when people are kicked
15 off the job, then, they see no reason why they should even
16 be involved with the union if they were not going to protect
17 them under certain circumstances--under these circumstances.

18 Q. Who wouldn't protect them?

19 A. If the International were not going to protect them.
20 Now, I assured them that the International Union would give
21 them every protection that they could possibly give under our
22 constitution.

23 MR. GREENE: I am going to object to this. I don't see
24 the relevancy of it.

25 TRIAL EXAMINER: I think it's highly relevant. If this

1 is an unfair labor practice and it shows the attitude of the
2 people turning against the union because of an unfair labor
3 practice, so I think it is highly relevant.

4 MR. ECKHARDT: You mean turning against the union?

5 TRIAL EXAMINER: Right. If the union doesn't protect
6 them if the company is committing unfair labor practices.

7 Q. (By Mr. Eckhardt) Was anything said about financial
8 assistance by the International?

9 A. The matter of strike benefits came up and I pointed out
10 to them what our constitution provided.

11 Q. What did you say in that respect?

12 A. What did I say?

13 Q. Yes, with respect to the financial assistance of the
14 strikers?

15 A. Well, I simply quoted our constitution--

16 MR. SEAY: Just one minute. We would like to see that
17 constitution. We think that's the best evidence.

18 MR. ECKHARDT: I am not bringing it in for the purpose
19 of examining the union's constitution; I am bringing it in
20 to see whether this was an unfair labor practice strike.

21 TRIAL EXAMINER: Well, he is also asking him what he told
22 the people. If you want the constitution, you can subpoena
23 it, but he is asking him what he told the people.

24 A. Well, when the question of strike benefits came up, I
25 simply quoted the constitution which says that strike benefits

1 will be paid at the beginning of the second week. Now, I had
2 them understand very clearly that no strike benefits will be
3 paid until after--of a week's duration and then strike bene-
4 fits would begin on the first day of the second week.

5 Now, they knew very well in advance that that first week
6 they would, of course, be without financial assistance from
7 the International. However, they were still determined that
8 they were going to do it now or else.

9 Q. (By Mr. Eckhardt) Do what now?

10 A. Strike now or else.

11 Q. That was said at the August 14th meeting?

12 A. Yes, that's right.

13 Q. All right.

14 Now, what business was conducted or transacted at that
15 union meeting?

16 A. Well, we then had to make a decision as to when we actual-
17 ly make the strike effective.

18 Q. All right.

19 Go ahead.

20 A. We had to designate people to serve as strike captains.

21 Q. Did you do that at the August 14th meeting?

22 A. We didn't do it during the meeting, but immediately after
23 the meeting I understand that the committee was to stay around
24 and start lining up these things.

25 TRIAL EXAMINER: Was the strike voted at this meeting?

1 THE WITNESS: Yes, it was unanimously voted.

2 TRIAL EXAMINER: When was it to start?

3 THE WITNESS: At 10:00 o'clock on Tuesday, the 16th.

4 Q. (By Mr. Eckhardt) Of what month?

5 A. August 1966.

6 Q. All right.

7 Did anything else happen? Have you covered what was
8 done and said at the August 14th meeting?

9 A. Well, we made arrangements to go down and print more
10 strike signs.

11 Q. All right.

12 A. Made arrangements to have the people report by the union
13 cottage.

14 Q. Did you remain in Tyler during the entire strike?

15 A. No, I did not.

16 Q. When did you leave Tyler after August 11th?

17 A. I left Tyler on the 12th. I had an appointment back in
18 Philadelphia and I left at that time, but I kept in touch with
19 the situation.

20 Q. Now, you had a meeting on the 13th.

21 A. Just a moment. What was the date that you asked?

22 Q. I say between the time you came in from San Francisco and
23 arrived on the 11th, how long did you remain in Tyler after
24 that time?

25 A. I stayed until the following Monday. That would be the

1 18th.

2 Q. Excuse me. The 14th, August 14th was a Sunday.

3 A. I left the next Sunday. Now I left on the 15th. I left
4 the day after that.

5 Q. How long before the strike started did you leave?

6 A. I came in on the night of the 10th.

7 Q. And remained in Tyler until August what?

8 A. 15th.

9 TRIAL EXAMINER: The strike started on the 16th?

10 THE WITNESS: That's right.

11 TRIAL EXAMINER: You weren't there when the strike started?

12 THE WITNESS: No, I was not there.

13 MR. ECKHARDT: May we have a stipulation, Mr. Greene,
14 that neither Mr. Boyd or any other authorized representative
15 of the Molders Union was ever given any prior notice before
16 August 7, 1966, that the company intended to change the hours
17 and reduce the wages in the hub core department?

18 MR. GREENE: That's true.

19 TRIAL EXAMINER: Are you through with the witness?

20 MR. ECKHARDT: Just about. May I have just a moment?

21 TRIAL EXAMINER: All right.

22 Let's take a break.

23 (A short recess was taken.)

24 TRIAL EXAMINER: On the record.

25 Mr. Greene said, "No cross examination," and I excused

1 would be the most feasible date for resumption of this hearing.
2 When I allowed the various amendments of General Counsel, I
3 pointed out that with an adequate showing, I would grant a
4 continuance to the Respondent so I am now granting such con-
5 tinuance.

6 MR. ECKHARDT: I do have one request before you adjourn.

7 TRIAL EXAMINER: What?

8 MR. ECKHARDT: The request is does the company waive the
9 filing of a charge by the union, 85 charge by the union?

10 MR. GREENE: We have already done that.

11 TRIAL EXAMINER: They waives it.

12 MR. ECKHARDT: Well, there has been an amendment since
13 the time they waived it.

14 MR. GREENE: We waived it.

15 TRIAL EXAMINER: All right.

16 Now, so this hearing is adjourned and we will resume on
17 January 23rd at 10:00 a.m. in this courtroom if it is available
18 or to another place which--if this courtroom is not available--
19 General Counsel will notify.

20 MR. ECKHARDT: Will you issue a ruling from Washington
21 on where the new hearing will be held? We will advise you,
22 Mr. Examiner, the Region will.

23 TRIAL EXAMINER: Very well, and I will notify the parties,
24 but January 23rd is the date at 10:00 a.m.

25 (Whereupon, at 6:05 p.m., the hearing was recessed, to
reconvene at 10:00 a.m., January 23, 1967.)

1 the 15th.

2 MR. ECKHARDT: Excuse me, Mr. Examiner, before you --
3 I mean, after you have concluded --

4 TRIAL EXAMINER: I understand.

5 MR. ECKHARDT: I would like to --

6 TRIAL EXAMINER: I'm not finished.

7 MR. ECKHARDT: Oh, I'm sorry.

8 TRIAL EXAMINER: In view of all of this, I understand
9 that the Counsel for the Respondent is withdrawing its
10 objections to General Counsel's amendments to the complaint.

11 MR. GREENE: To the allowing of the amendment. We
12 still reserve our defense and objections to the merits.

13 TRIAL EXAMINER: Yes, accordingly I am receiving in
14 evidence and permitting General Counsel's Exhibit No. 1 (s).

15 The others have been received previously, I allowed
16 those amendments previously.

17 (The documents above referred to,
18 heretofore marked as General
19 Counsel's Exhibits Nos. 1 (o)
through 1 (t), were received
in evidence.)

20 (The document above referred to,
21 heretofore marked as Trial
Examiner's Exhibit No. 1, was
received in evidence.)

22
23 TRIAL EXAMINER: I have also allowed Trial Examiner's
24 Exhibit No. 1, which is, it consolidates all the matters
25 before this Trial Examiner in one complaint, and which is,

1 in effect, a substitute for General Counsel's complaint,
2 with all its amendments.

3 MR. GREENE: At this point, the Respondent would like to
4 say that it will, as soon as possible, certainly within 10
5 to 13-days, file a written answer on any motions that we
6 might have, directed to the merits of the new allegations,
7 so that we will have a record and proper written pleadings
8 at this time and point.

9 TRIAL EXAMINER: All right.

10 Then, I will not rule on that motion until the hearing
11 resumes.

12 MR. GREENE: Right.

13 TRIAL EXAMINER: And we have, subject to Mr. Eckhardt's,
14 checking his office, agreed upon February the 15th for the
15 resumption of this hearing.

16 MR. ECKHARDT: Now --

17 TRIAL EXAMINER: All right.

18 Now, what is it that you wanted to say?

19 MR. ECKHARDT: Excuse me, Mr. Examiner, I would like
20 to have Mr. Earl Davis, the Assistant Industrial Relations
21 Manager, here as my witness after recess at 3:00 o'clock.

22 TRIAL EXAMINER: All right.

23 MR. GREENE: He will be here.

24 TRIAL EXAMINER: Good.

25 Is there anything else?

1 7th, 1966?

2 A Prior to the period of May the 7th.

3 TRIAL EXAMINER: You saw him working.

4 THE WITNESS: I saw him working, yes, sir.

5 Q (By Mr. Eckhardt) All right.

6 How long before May 7th, 1966, did this condition
7 exist? I mean, that you saw him working, approximately.

8 A How long prior to this date?

9 Q Yes, May the 7th, 1966.

10 A Well, I couldn't fix an exact date.

11 Q Give us your best estimate.

12 A But he took that job over from Homer Morgan.

13 Q All right.

14 About how long?

15 A I would say two years ago.

16 Q All right.

17 Did you observe him from time to time during that
18 period?

19 A Yes, sir, I observed him.

20 Q All right.

21 Now, how frequently have you observed Virgil Sellers'
22 work performance after May 7th, 1966? How frequently,
23 approximately?

24 A Several times a week.

25 Q All right.

1 Q All right.

2 Now, I ask you if you were familiar with the duties and
3 work performed by Larry Head on or about March 19, 1966?
4 That is Larry Head.

5 A Yes, Larry Head used to do general machine shop work
6 there.

7 Q Do you know what work that Larry Head performed
8 immediately before March 19, 1966?

9 A Well, I had seen him operating an engine lathe.

10 Q All right.

11 A And a boring mill.

12 Q All right.

13 Anything else?

14 A What --

15 Q Any other work that you saw him do immediately before
16 March 19, 1966?

17 A Operating a small milling machine.

18 Q All right.

19 Do you happen to know what his classification was
20 immediately before March -- what Mr. Head's classification
21 was immediately before March 19, 1966?

22 A No, I had no personal knowledge of his classification
23 at that time.

24 Q I see.

25 Were you familiar with Mr. Larry Head's work performance

1 and -- excuse me -- worked performed immediately after March
2 19, 1966?

3 A Yes, sir, from my observations.

4 Q Did you notice any change at all in the work being
5 performed by Larry Head immediately after March 19, 1966?

6 A No, I can't say as I did. I didn't see any change
7 in his work duties.

8 Q All right.

9 How frequently, if ever, did you observe Larry Head
10 performing work at Tyler Pipe after March the 19th, 1966?
11 How frequently?

12 A Well, I usually saw him every morning.

13 TRIAL EXAMINER: You saw him working.

14 THE WITNESS: In the machine shop.

15 TRIAL EXAMINER: Working?

16 THE WITNESS: Working, yes, sir.

17 TRIAL EXAMINER: All right, fine.

18 Q (By Mr. Eckhardt) Who was your immediate supervisor
19 immediately before March 19, 1966?

20 A Earl Whittaker.

21 Q Do you know who Larry Head's immediate supervisor was
22 immediately before March 19, 1966?

23 A Earl Whittaker.

24 Q And what was the situation immediately after March 19,
25 1966? That is, with respect to supervisors.

1 Q And how frequently did you observe or see Mr. Rade
2 Arnold, I mean, after March 12th, 1966?

3 A Well --

4 Q Approximately?

5 A Well, quite often Rade and I used to eat our lunch
6 together.

7 Q Yes, but I am referring to how frequently you saw him
8 performing work.

9 A Every day.

10 Q After March 12th, 1966?

11 A Every day when he was present and when I was present,
12 too.

13 Q All right.

14 A Every day.

15 Q All right.

16 And what was the situation immediately before March
17 the 12th, 1966, in that regard? How frequently?

18 A The same.

19 Q All right.

20 How frequently then did you observe him?

21 A Every day.

22 Q For what period of time, prior to March the 12th, did
23 this occur?

24 A About --

25 Q Approximately?

1 TRIAL EXAMINER: How long ago did they start this?

2 THE WITNESS: Within the last three-years.

3 TRIAL EXAMINER: And you have been a Class B Mechanist
4 for the last three years.

5 THE WITNESS: Yes, sir.

6 TRIAL EXAMINER: All right.

7 Q (By Mr. Greene) Were you ever a Class C Mechanist,
8 Mr. Peterbaugh?

9 A I was never classified until I was classed --

10 Q As a Class B Mechanist.

11 A (Continuing) -- as a Class B Mechanist.

12 Q All right.

13 Now, you have testified about the duties in regard to
14 Mr. Evans before, immediately before and immediately after
15 his promotion, that you saw his promotion on the news board.

16 A Yes.

17 Q How much time each day did you spend working around
18 Mr. Evans?

19 A Oh, I would spend the entire day working pretty close
20 to him.

21 Q About how close?

22 A Well, about, I would say, within 50 or 60-feet of him
23 at the farthest.

24 Q What about Mr. Sellers?

25 A Mr. Sellers worked in the Fab Shop.

1 Q Was that in the --was that in a separate location in
2 the plant?

3 A That's right.

4 Q So, on what occasions would you have to see Mr. Sellers
5 perform his duties?

6 A Sometimes I would take a trip up to the Fab Shop to
7 get oil, lubricating oil.

8 And on occasions I would go up there to operate a
9 grinding machine, grinding bores.

10 Q Approximately what percentage of your work time would
11 you spend up there with Mr. Sellers on a daily basis?

12 MR. ECKHARDT: I would like to have the time specified.

13 MR. GREENE: I have already nailed that down.

14 THE WITNESS: On a daily basis, I don't think that I
15 spent too much time up there.

16 Q (By Mr. Greene) About how much?

17 A On a day to day basis, some days I didn't go up there
18 at all.

19 Q All right.

20 So when you weren't up there, you weren't in a position
21 to know what he was doing, or anything else about his work,
22 were you?

23 A Well --

24 MR. ECKHARDT: I object. I don't think he stated
25 immediately before the certain date that he --

1 MR. ECKHARDT: It satisfies me, too.

2 MR. GREENE: Good, wonderful.

3 Q (By Mr. Greene) Now, what about Rade Graham Arnold?

4 Where did he work?

5 A He worked in the machine shop.

6 Q Yes.

7 A Now, Rade and I are pretty close friends.

8 Q How far away did you work from him?

9 A Well, it varies. Sometimes I worked as much as, I would
10 say, as about 100-feet away from him.

11 MR. ECKHARDT: Excuse me, did the Reporter get the name
12 of Rade?

13 TRIAL EXAMINER: Well, 100-feet, and you say at times
14 100, and then other times what other distances?

15 THE WITNESS: Well, sometimes --

16 TRIAL EXAMINER: Wait a minute, he didn't answer my
17 question.

18 THE WITNESS: I have worked within five-feet.

19 TRIAL EXAMINER: Anywhere from five-feet to 100-feet
20 apart.

21 THE WITNESS: Yes, sir.

22 Q (By Mr. Greene) All right.

23 Now, how long has Rade Graham Arnold been in the
24 machine shop?

25 MR. ECKHARDT: I object unless the question is confined

1 to immediately before and immediately after --

2 MR. GREENE: That is what is what his answer ought to
3 be, if you will let him answer.

4 MR. ECKHARDT: No, I think the question ought to be
5 clear to --

6 THE WITNESS: If you count the mold --

7 MR. ECKHARDT: Objection. Objection, Mr. Witness.

8 TRIAL EXAMINER: Just a minute. Just a minute here,
9 please.

10 The question is, how long was this man in the machine
11 shop prior to his promotion?

12 MR. GREENE: No, after his promotion.

13 TRIAL EXAMINER: After his promotion.

14 THE WITNESS: From the time he started to work there?

15 TRIAL EXAMINER: No, after his promotion.

16 Q (By Mr. Greene) No, when he was promoted. Has he been
17 in the machine shop ever since then?

18 A Yes, he --

19 Q Now, prior to this promotion, was he in the machine
20 shop?

21 A Yes, he was. He worked --

22 MR. ECKHARDT: Is that immediately prior?

23 TRIAL EXAMINER: Next question.

24 How long before his promotion was he in the machine
25 shop?

1 THE WITNESS: Very few.

2 TRIAL EXAMINER: Well, you knew about that there were
3 some?

4 THE WITNESS: It was pretty difficult to get a pro-
5 motion.

6 TRIAL EXAMINER: When was that election? Can we get a
7 stipulation?

8 MR. GREENE: August 5th, 1965.

9 TRIAL EXAMINER: August the 5th, 1965, was the elec-
10 tion.

11 MR. GREENE: But prior to September 25th, 1965, there
12 were promotions made.

13 TRIAL EXAMINER: He said "Yes."

14 THE WITNESS: Yes.

15 Q (By Mr. Greene) All right.

16 And were you aware of any of these promotions?

17 A Yes, I was aware that I got one.

18 Q When you were promoted, did you --

19 A Do you mean like promotion with a raise?

20 Q When you were promoted, did you receive an increase
21 in pay?

22 A Yes, when they started this here --

23 Q Job classification by grades.

24 A Yes.

25 Q And that was started some three or four years ago, didn't

1 Whereupon,

2 DAVID K. MC KIE

3 was called as a witness by and on behalf of the General
4 Counsel and, having been first duly sworn, was examined
5 and testified as follows:

6 DIRECT EXAMINATION

7 TRIAL EXAMINER: Would you take a seat there, please?
8 State your full name and address, Mr. McKie.

9 THE WITNESS: David K. McKie, M-c-K-i-e, Tyler, Texas.

10 MR. ECKHARDT: Would the Reporter please mark this
11 for identification as G.C. --

12 TRIAL EXAMINER: 36.

13 MR. ECKHARDT: (Continuing) -- 36.

14 (The document above referred to
15 was marked as General Counsel's
16 Exhibit No. 36 for identifica-
tion.)

17 Q (By Mr. Eckhardt) Mr. McKie, I hand you G.C. 36 --

18 MR. ECKHARDT: First, maybe we can look at the stipu-
19 lation that has been prepared, or the facts that you have
20 already prepared, Mr. Greene.

21 I assume from our discussion before the recess that
22 it might shorten the testimony.

23 TRIAL EXAMINER: Well, have you had it yet?

24 MR. ECKHARDT: Not yet.

25 TRIAL EXAMINER: Would you give him --

1 the duties of the employees involved were, immediately prior
2 to and immediately after the date shown on Paragraph Two.

3 Did you -- would you read the first name there, please?

4 A The first name is --

5 Q And date.

6 A In Paragraph Two?

7 Q Yes.

8 A Dale Caffey.

9 TRIAL EXAMINER: How do you spell that last name?

10 THE WITNESS: C-a-f-f-e-y.

11 Q (By Mr. Eckhardt) And the date, please?

12 A 2-26-66.

13 TRIAL EXAMINER: Before we go any further, let the
14 record show that Mr. McKie, the witness, is the Director of
15 Industrial Relations for the Respondent.

16 MR. ECKHARDT: May we have that stipulation, Mr. Greene?

17 MR. GREENE: And is also the Vice President.

18 TRIAL EXAMINER: And also Vice President.

19 MR. ECKHARDT: Thank you.

20 TRIAL EXAMINER: So stipulated.

21 All right.

22 He has given you the first name, Mr. Caffey.

23 Q (By Mr. Eckhardt) And the date was what?

24 A 2-26-66.

25 Q All right.

1 designated as Subparagraph 7 (AF) immediately following Sub-
2 paragraph 7 (AE), which shall read as follows:

3 "Respondent, without prior notice to or consultation
4 with the Union on or about the date specified herein below,
5 unilaterally granted increases in wages to its employees
6 employed at its Swan, Texas, plant: May 8, 1966, May 29, 1966,
7 June 5, 1966, June 19, 1966, June 26, 1966, July 3, 1966,
8 July 10, 1966, September 18, 1966."

9 MR. GREENE: We object to the amendment.

10 TRIAL EXAMINER: Well --

11 MR. ECKHARDT: Mr. Examiner --

12 TRIAL EXAMINER: What is the purpose of the amendment?

13 MR. ECKHARDT: In reviewing the records that were
14 given to me for the first time last evening, I discovered at
15 least, I mean, exactly 18 unilateral clear-cut unilateral
16 wage increases granted by this company, and I can establish
17 that by these records.

18 MR. GREENE: Are you going to introduce the records?

19 MR. ECKHARDT: Yes.

20 MR. GREENE: Well, let's mark them and introduce them.

21 MR. ECKHARDT: All right.

22 Would the Reporter please mark --

23 MR. GREENE: Wait just a minute.

24 You have got our objection to the amendment.

25 TRIAL EXAMINER: Yes. I haven't ruled on it yet.

1 MR. ECKHARDT: Would the Examiner --

2 TRIAL EXAMINER: In view of the fact that these are
3 records produced by the company -- what is your grounds for
4 objection?

5 MR. GREENE: Well, we just don't think that the
6 complaint should be amended anymore, he has got this allega-
7 tion essentially already in the complaint.

8 Now, he has just gotten --

9 TRIAL EXAMINER: He has specific--

10 MR. GREENE: (Continuing) -- names and dates --

11 TRIAL EXAMINER: This is more ways of perfecting the
12 amendment --

13 MR. GREENE: We still object to it.

14 TRIAL EXAMINER: And in view of the fact that I'm
15 granting the continuance, I think that the company -- and
16 these are company records -- and the company is not taken
17 by any surprise here, and they can certainly have time to
18 prepare their defense when we resume on February 15th, so
19 I am going to allow the amendment.

20 MR. ECKHARDT: Would the Reporter please mark the
21 following documents as G.C. 38 (a), (b), (c), (d) and (e)?

22 (The documents above referred to
23 were marked as General Counsel's
24 Exhibits Nos. 38 (a) through 38
25 (e) for identification.)

24 MR. ECKHARDT: May I mark them for her?

25 TRIAL EXAMINER: Well, let's -- off the record.

1 (Discussion off the record.)

2 TRIAL EXAMINER: On the record.

3 MR. ECKHARDT: Would the Reporter please mark the
4 following group of documents as G.C. 38 through G.C. 60?

5 (The documents above referred to,
6 were marked as General Counsel's
7 Exhibits Nos. 39 (a) through (e),
8 40 (a) through (e), 41 (a) through
9 (e), 42 (a) through (e), 43 (a)
10 through (e), 44 (a) through (e),
11 45 (a) through (e), 46 (a)
12 through (e), 47 (a) through (e),
13 48 (a) through (e), 49 (a)
14 through (e), 50 (a) through (e),
15 51 (a) through (e), 52 (a)
16 through (e), 53 (a) through (e),
17 54 (a) through (e), 55 (a)
18 through (e), 56 (a) through (e),
19 57 (a) through (e), 58 (a)
20 through (e), 59 (a) through (e)
21 and 60 (a) through (e) for
22 identification.)

23 TRIAL EXAMINER: Each one --

24 MR. ECKHARDT: Each -- under each employee name there
25 will (a), (b), (c), (d) and (e), and I have only marked
them with the numbers of 38 through 60.

At this time I will call Mr. McKie.

TRIAL EXAMINER: Are you offering these into evidence?

MR. ECKHARDT: I would like to --

TRIAL EXAMINER: These are the company records supplied
by the company.

MR. GREENE: That's all right, we agreed to put them
in.

1 TRIAL EXAMINER: All right.

2 They are admitted in evidence by stipulation.

3 (The documents above referred to,
4 heretofore marked as General
5 Counsel's Exhibits Nos. 38 (a)
6 through (e), 39 (a) through (e),
7 40 (a) through (e), 41 (a)
8 through (e), 42 (a) through (e),
9 43 (a) through (e), 44 (a)
10 through (e), 45 (a) through (e),
11 46 (a) through (e), 47 (a)
12 through (e), 48 (a) through (e),
13 49 (a) through (e), 50 (a)
14 through (e), 51 (a) through (e),
15 52 (a) through (e), 53 (a)
16 through (e), 54 (a) through (e),
17 55 (a) through (e), 56 (a)
18 through (e), 57 (a) through (e),
19 58 (a) through (e), 59 (a)
20 through (e), 60 (a) through (e),
21 were received in evidence.)

13 MR. GREENE: He is getting Mr. McKie for you.

14 MR. ECKHARDT: All right.

15 MR. GREENE: Now, these are in evidence, right?

16 TRIAL EXAMINER: Right.

17 MR. ECKHARDT: Will the Reporter now mark this for
18 identification as G.C. 61?

19 (The document above referred to
20 was marked as General Counsel's
21 Exhibit No. 61 for identifica-
22 tion.)

22 MR. ECKHARDT: Mr. Examiner, G.C. 61 is a recap of
23 information taken from G.C. 38 to G.C. 60, indicating the
24 name of the employee involved shown on the exhibits just
25 offered, with the --

1 eventually replaced the ~~seven~~ who walked out at 10:00 p.m. on
2 August the 5th?

3 MR. SEAY: What was your question?

4 MR. ECKHARDT: Which, if any, employees eventually
5 replaced the seven who walked out at 10:00 p.m., August 5th,
6 1966?

7 TRIAL EXAMINER: Off the record.

8 (Discussion off the record.)

9 TRIAL EXAMINER: On the record.

10 MR. ECKHARDT: Excuse me, but before you go ahead,
11 could you say that so-and-so replaced so-and-so?

12 MR. GREENE: That is what I was getting ready to do.

13 TRIAL EXAMINER: All right.

14 MR. ECKHARDT: And the approximate date that that
15 replacement was made.

16 MR. GREENE: Now, what about the exact date?

17 MR. ECKHARDT: That would be perfect.

18 TRIAL EXAMINER: All right.

19 On the record, in reply to the question, the Respondent
20 stipulated as follows:

21 MR. ALLEN: F. M. Riley replaced E. J. Dickson on
22 Sunday, August 7th, 1966.

23 MR. ECKHARDT: Now, excuse me, would that be after
24 6:00 o'clock Sunday, August the 7th?

25 MR. ALLEN: Prior to 6:00 o'clock on August the 7th.

1 MR. ECKHARDT: How much prior? That is important to
2 this case.

3 MR. ALLEN: Oh --

4 MR. GREENE: This was afternoon, this was worked out
5 that afternoon, when the shift started, that is when they
6 started.

7 MR. ECKHARDT: Would it be shortly before 6:00 p.m.?

8 MR. GREENE: No, it would be early that afternoon,
9 about 2:00 o'clock.

10 MR. ECKHARDT: O.K., go ahead.

11 MR. ALLEN: All right.

12 MR. ECKHARDT: Skip the actual time, just --

13 MR. GREENE: Why?

14 MR. ECKHARDT: It's all right, don't --

15 MR. GREENE: Let's put it in there.

16 MR. ALLEN: Manzell Gordon.

17 MR. ECKHARDT: All right.

18 MR. ALLEN: Replaced J. W. Hargest, H-a-r-g-e-s-t on
19 August 7, 1966, around 2:00 o'clock, p.m.

20 MR. ECKHARDT: Well, now, what about replaced? I
21 mean, he didn't go to work at 2:00 p.m., did he?

22 MR. GREENE: You said that you wanted to know when
23 this decision was made, we are giving you --

24 MR. ECKHARDT: No, I didn't, I withdraw that. I
25 want to know who replaced who and when.

1 MR. GREENE: That's what we are telling you.

2 MR. ALLEN: That's what we're giving you.

3 TRIAL EXAMINER: The point is, he didn't go to work
4 until 6:00.

5 MR. GREENE: Until 6:00.

6 TRIAL EXAMINER: All right.

7 The decision was made about 2:00 o'clock, you say.

8 MR. GREENE: That's right.

9 TRIAL EXAMINER: But they didn't go to work until
10 6:00.

11 MR. GREENE: Right.

12 MR. ECKHARDT: Then, we don't need to go into the
13 decision, just give me the names.

14 TRIAL EXAMINER: All right.

15 MR. ECKHARDT: And the date.

16 MR. ALLEN: All right.

17 B. J. Kennedy replaced Love.

18 TRIAL EXAMINER: All right.

19 MR. ECKHARDT: Frank Love.

20 MR. ALLEN: On August the 7th.

21 MR. ECKHARDT: Was that Frank Love?

22 MR. ALLEN: Right.

23 W. E. Harper.

24 MR. ECKHARDT: All right.

25 MR. ALLEN: Replaced Clay.

1 MR. ECKHARDT: Could you give me at least the
2 initials, because we --

3 MR. ALLEN: I don't know who the --

4 MR. GREENE: You know what Clay's initials are.

5 MR. ECKHARDT: It's Leon Clay, but I want to be sure
6 that we agree with each other.

7 MR. GREENE: Now, we are talking about a different
8 Clay.

9 TRIAL EXAMINER: Is that Leon Clay?

10 MR. SEAY: Yes, Leon Clay.

11 TRIAL EXAMINER: All right.

12 MR. ECKHARDT: August 7th.

13 MR. ALLEN: Right.

14 MR. ECKHARDT: Right.

15 TRIAL EXAMINER: Next.

16 MR. ALLEN: What?

17 MR. GREENE: That's it. Three jobs were abolished,
18 I don't know whether he wants to put that in a stipulation
19 or not.

20 MR. ECKHARDT: Yes, I would like to have that.

21 MR. GREENE: All right.

22 TRIAL EXAMINER: What is the further stipulation?

23 MR. ECKHARDT: The further stipulation -- no, I think
24 that's their defense. I don't desire to stipulate that.

25 TRIAL EXAMINER: All right.

That's all the replacements, then. It is so stipulated.

MR. ECKHARDT: May we have the records of the company that answer this question?

If the seven had not --

TRIALEXAMINER: He has not stipulated, these are responses to questions which the company --

MR. ECKHARDT: Yes.

TRIAL EXAMINER: (Continuing) -- is giving, but they are not stipulating to the fact that they are replacements.

MR. ECKHARDT: No.

TRIAL EXAMINER: No, this is information in lieu of testimony.

MR. ECKHARDT: What the company records --

MR. GREENE: I thought that we were stipulating.

MR. ECKHARDT: To what the company records indicated.

MR. GREENE: This is a stipulation to that extent.

TRIAL EXAMINER: To the extent that they indicate company records, it is so stipulated.

MR. GREENE: All right.

MR. ECKHARDT: May I have the further stipulations as to what the company records indicate in response to this question?

If the seven who walked out on the evening of August the 5th, 1966, had not walked out at all, which employees would have been transferred out of the Hub Core Department?

1 MR. GREENE: He can give you that.

2 MR. ALLEN: I can give you that.

3 N. Lorthridge, L-o-r-t-h-r-i-d-g-e --

4 MR. ECKHARDT: All right.

5 MR. ALLEN: (Continuing) -- F. M. Riley, R-i-l-e-y,

6 and --

7 MR. ECKHARDT: All right.

8 MR. ALLEN: (Continuing) -- F. Johnson --

9 MR. ECKHARDT: That is Francis Johnson, I hope.

10 MR. ALLEN: I assume that it is.

11 MR. ECKHARDT: All right.

12 That is F-r-a-n-c-i-s, but it's a lady.

13 TRIAL EXAMINER: All right.

14 MR. ALLEN: A. M. Gordon, G-o-r-d-o-n.

15 MR. ECKHARDT: Pardon?

16 MR. ALLEN: A. M. Gordon.

17 MR. ECKHARDT: Do you have the first name? We have
18 got a lot of E. M.'s and A. M.'s here.

19 MR. SEAY: A. M. Gordon is --

20 MR. GREENE: Take it the way we have got it.

21 MR. SEAY: A. M. Gordon is a lady.

22 MR. ALLEN: E. M. Campbell.

23 MR. ECKHARDT: May we have a stipulation that that is
24 Ella Mae Campbell?

25 All right, go ahead.

1 TRIAL EXAMINER: Is that correct?

2 MR. GREENE: Yes, that's right.

3 TRIAL EXAMINER: All right.

4 MR. ECKHARDT: May we have --

5 TRIAL EXAMINER: That's the company's response to
6 that question.

7 MR. ECKHARDT: May we have what the company records
8 indicate in response to this question?

9 When was -- excuse me, yes, -- when was A. M. Gordon
10 next permitted to work after 10:00, p.m., August the 5th?

11 MR. ALLEN: You already have that.

12 MR. ECKHARDT: What would that be?

13 MR. GREENE: August the 8th, 1966.

14 MR. ECKHARDT: All right.

15 Did she continue to work after that time?

16 MR. GREENE: Yes, she did.

17 MR. ECKHARDT: Did she receive any disciplinary
18 action, other than not being permitted to work on the
19 6:00, p.m., August 7th shift?

20 MR. GREENE: No, because she was off with permission.

21 MR. ECKHARDT: Well, I just say no.

22 MR. GREENE: No.

23 MR. ECKHARDT: Yes, all right.

24 That is your defense, why she was off.

25 May we have the company's records which indicate the

1 answer to this question?

2 What additional employees, if any, have been assigned
3 to the Hub Core Department since August 5, 1966?

4 MR. GREENE: None.

5 MR. ECKHARDT: All right.

6 And may we have the employer's, the company's records
7 in response to this question?

8 What employees, if any, have been terminated, their
9 employment has ceased or have been transferred out of the
10 Hub Core department since August 5, 1966?

11 MR. GREENE: All right.

12 You yesterday requested within 60-days, and that is
13 what we --

14 MR. ECKHARDT: Yes, well --

15 MR. GREENE: Nobody has been terminated, two employees
16 voluntarily quit by moving out of the area, and we have got
17 these --

18 MR. ECKHARDT: Would you give these -- would you put
19 those in evidence as --

20 TRIAL EXAMINER Well, why don't you just read their
21 names?

22 MR. GREENE: There are the dates that they left.

23 TRIAL EXAMINER: Read their name and the date they
24 left.

25 MR. GREENE: William Van --

MR. ECKHARDT: Nolan Lothridge --

MR. GREENE: Nolan Lothridge left on the 20th -- no --
left on August 19, 1966.

MR. ECKHARDT: Resigned or something.

MR. GREENE: Right.

MR. ECKHARDT: Resigned on August 19, 1966.

MR. GREENE: And the reason was moving to Dallas.

MR. ECKHARDT: Well, I don't need the reason.

TRIAL EXAMINER: All right.

MR. ECKHARDT: If you don't mind.

Robert Jones, Jr., is that correct?

MR. GREENE: Right.

MR. ECKHARDT: Resigned --

MR. GREENE: Right.

MR. ECKHARDT: (Continuing) -- on August 15, 1966.
His employment at Tyler Pipe and Foundry Company ceased.

TRIAL EXAMINER: All right.

MR. ECKHARDT: Is that stipulated?

MR. GREENE: Yes, sir.

TRIAL EXAMINER: These are responses to questions
propounded by the General Counsel in lieu of testimony by
an official of the company.

MR. ECKHARDT: Now, I would, I think that we should
stipulate that G.C. 38 through 60 are records kept in the
regular course of the company's business, is that correct?

1 TRIAL EXAMINER: If possible.

2 MR. GREENE: We want to do that, but --

3 TRIAL EXAMINER: If that is a part of his case, let
4 him have it. I am giving you plenty of time to prepare your
5 defense. I have given you one continuance, and I am giving
6 you now another one.

7 All right, Mr. Gresham.

8 Whereupon,

9 JOSEPH WELDON GRESHAM

10 was called as a witness by and on behalf of the General
11 Counsel and, having been first duly sworn, was examined
12 and testified as follows:

13 DIRECT EXAMINATION

14 TRIAL EXAMINER: Would you sit down and state your
15 full name and address, please?

16 THE WITNESS: Joseph Weldon Gresham.

17 TRIAL EXAMINER: And keep your voice up so that the
18 Reporter can hear you.

19 THE WITNESS: 1317 Edgewood Drive, Tyler.

20 Q (By Mr. Eckhardt) Mr. Gresham, were you an employee
21 as that term is generally used of Tyler Pipe and Foundry
22 Company during the period from August 16 to August 23, 1966?

23 A What do you mean now by the term "generally used?"

24 Q Were you employed by the Tyler Pipe and Foundry
25 Company during that period?

1 A Well, actually I'm the credit union manager.

2 Q Well, I'm not asking you that question, I'm just ask-
3 ing you, were you employed by the Tyler Pipe and Foundry
4 Company?

5 A No, not generally speaking, no.

6 Q Did you receive any compensation from Tyler Pipe and
7 Foundry Company for that period of time?

8 A I get paid by Tyler Pipe, but I in turn reimburse
9 Tyler Pipe for my salary from the credit union.

10 Q Well --

11 TRIAL EXAMINER: For your salary from --

12 THE WITNESS: Pardon?

13 TRIAL EXAMINER: You reimburse Tyler Pipe for your
14 salary?

15 THE WITNESS: Right.

16 TRIAL EXAMINER: From the credit union?

17 THE WITNESS: Right.

18 Q (By Mr. Eckhardt) Did you work for the -- excuse me --
19 you, then, were on their payroll during that period, is
20 that correct?

21 A That is correct.

22 Q During that period you were wearing a gold hat, isn't
23 that correct?

24 A Right.

25 Q All right.

1 During the entire period?

2 A I wear it all the time, while I'm out there.

3 TRIAL EXAMINER: What does the gold hat signify?

4 THE WITNESS: That's a good question, I don't know.

5 Q (By Mr. Eckhardt) Well, isn't it a fact --

6 A I have had it for about ten-years.

7 TRIAL EXAMINER: Yes.

8 Q (By Mr. Eckhardt) Well, isn't it a fact that the
9 supervisors out at Tyler Pipe and Foundry Company all wear
10 gold hats customarily?

11 A I don't know.

12 Q You don't know?

13 A I don't know.

14 Q Well, have you ever seen one who didn't?

15 A I couldn't answer that question. I have seen some.

16 Q Well, isn't that the custom?

17 A Well, I guess it is.

18 Q All right.

19 But it was the custom during the period I mentioned
20 for the supervisors to wear gold hats.

21 A Well, is it a custom, I don't know.

22 Q Well, didn't they normally wear them?

23 A I see some of them wearing them, some of them don't
24 wear them.

25 Q I see.

1 THE WITNESS: The payments are in the contract.

2 TRIAL EXAMINER: But you can change the terms of the
3 contract?

4 THE WITNESS: Me?

5 TRIAL EXAMINER: Yes.

6 THE WITNESS: No. Well, if a man agrees to pay so
7 much a month, why that is what he pays, and if he applies
8 to --

9 TRIAL EXAMINER: If you want to approve a loan that
10 calls for payments, certain payments --

11 THE WITNESS: I beg your pardon?

12 TRIAL EXAMINER: You have a right to approve every
13 loan.

14 THE WITNESS: No, I don't, not myself.

15 TRIAL EXAMINER: You don't have the right to approve
16 a loan.

17 THE WITNESS: No.

18 TRIAL EXAMINER: All right.

19 Q (By Mr. Eckhardt) You do make a recommendation on
20 whether the loan will be approved.

21 A Well, not necessarily. My job is to get all of the
22 information necessary for either the credit committee or
23 the loan officer to approve the loan.

24 Q But the manner --

25 TRIAL EXAMINER: And you have nothing to do with

1 whether a loan is --

2 THE WITNESS: I am on the credit committee.

3 TRIAL EXAMINER: You are on the credit committee.

4 THE WITNESS: Right.

5 Q (By Mr. Eckhardt) What is your position on that
6 committee?

7 A Just a committeeman, that's all.

8 TRIAL EXAMINER: How many are on that committee?

9 THE WITNESS: Five.

10 TRIAL EXAMINER: Five.

11 THE WITNESS: Yes.

12 TRIAL EXAMINER: And to whom does the initial applica-
13 tion go?

14 THE WITNESS: To me.

15 TRIAL EXAMINER: Then goes to you.

16 THE WITNESS: Yes.

17 TRIAL EXAMINER: Then you go to the committee and tell
18 them about what is in the contract.

19 THE WITNESS: Right.

20 TRIAL EXAMINER: And you make a recommendation, do you
21 not?

22 THE WITNESS: No, not necessarily.

23 TRIAL EXAMINER: Well, what do you mean by not necessar-
24 ily?

25 THE WITNESS: Well, there is certain base information

1 TRIAL EXAMINER: Let's go off the record while we
2 examine the record.

3 (Discussion off the record.)

4 TRIAL EXAMINER: Back on the record.

5 MR. GREENE: I call Mr. Earl Davis.

6 Whereupon,

7 EARL DAVIS,

8 having been previously duly sworn, resumed the stand and
9 testified further as follows:

10 TRIAL EXAMINER: Did you testify previously, sir?

11 THE WITNESS: Yes, sir.

12 TRIAL EXAMINER: Take a seat over here, please.

13 MR. ECKHARDT: Excuse me, who is the gentleman over
14 here?

15 MR. GREENE: He's with us. He's not going to testify.

16 MR. ECKHARDT: Oh, I see.

17 MR. GREENE: Is that OK?

18 MR. ECKHARDT: I have no choice.

19 TRIAL EXAMINER: You have been previously sworn and you
20 are still under oath.

21 Go ahead and proceed, Mr. Greene.

22 MR. ECKHARDT: Mr. Examiner, I would like, if the
23 Examiner would, will it be his policy to permit this gentleman
24 to testify later if the need to place testimony arises?

25 TRIAL EXAMINER: We'll cross that bridge when we come

1 to it.

2 MR. ECKHARDT: All right.

3 DIRECT EXAMINATION

4 Q (By Mr. Greene) Now, Mr. Davis, you previously testified
5 in this case?

6 A Yes, sir.

7 Q And would you restate your position with the employer
8 at this time?

9 A I am personnel manager.

10 Q All right.

11 Now, are you acquainted with a former employee of
12 Tyler Pipe by the name of A. C. Smith?

13 A Yes, sir, I am.

14 Q Are you familiar with the events leading up to his
15 termination?

16 A Yes, sir, I am.

17 Q Would you describe those for the Trial Examiner and the
18 Board?

19 A On the afternoon of February 28th around 2:00 or 2:30
20 in the afternoon--this was a Monday afternoon--Jack Morris,
21 who is shipping manager, came to my office. He had a file in
22 his hand and said he had a little problem.

23 So we sat down and talked about it a few minutes, and
24 the file which he had was A. C. Smith's file.

25 He brought me up to date on some of the happenings. He

1 informed me that on January the 27th he had had a conference
2 with Smith regarding solicitation on company time.

3 Then he went ahead to tell me that he had sufficient
4 reason to believe that he had been soliciting on company
5 time right prior to this date of February 28th.

6 His question was--in their meeting of January 27th that
7 he had informed Mr. Smith that if he continued it, it would
8 be reason for termination, which was in line with our company
9 policy.

10 We talked for a little while along these lines. We
11 reviewed Mr. Smith's file. The records, as far as Mr. Smith's
12 work performance as an employee, were good.

13 Based on this, we decided between the two of us that
14 possibly we should give Mr. Smith another chance and maybe
15 talk with him.

16 But before we did this, my immediate supervisor, who
17 was Mr. McKie, was out of town and then on these type of
18 cases we try to keep everyone informed, so we went around
19 to Mr. John Warner's office--

20 Q Who is Mr. Warner?

21 A President of the company.

22 Q All right.

23 A --and brought Mr. Warner up to date and we discussed
24 the situation.

25 It was decided we would have a meeting in my office,

1 which is not unusual for this type of meeting--in other
2 words, any time that there's a problem or an offense serious
3 enough for termination or to be considered for termination,
4 it's not unusual at all for either to have this type of
5 meeting in my office or in Mr. McKie's office.

6 Q All right, go ahead.

7 A We decided to meet in my office and talk to Mr. Smith.

8 So at 3:00 o'clock, Mr. Smith, Mr. Morris, Mr. Johnny
9 Wood and Mr. Monty Dewberry, who were hourly employees, and
10 Mr. Clark Collins and Mr. Garwood Pike, supervisors, came to
11 my office.

12 Also, we had Miss Joyce Smith to take minutes of the
13 meeting.

14 Q Who is Miss Smith?

15 A She is secretary to John Warner.

16 Q All right, go ahead.

17 A So we began, everyone introduced themselves, and we
18 started and Mr. Morris asked Mr. Smith, indicated to him
19 that we were here to visit a little bit on something that
20 he felt like should be brought to his attention.

21 He asked him if he remembered having a meeting with
22 he and Mr. Collins and Mr. Pike, I believe it was, on
23 January 27th.

24 He said he did. He asked him if he remembered the
25 discussion; he said, "Part of it."

1 Q Is this January 27th, 1966?

2 A This meeting that I'm referring to was held on
3 January 27th, 1966.

4 Q All right.

5 A The date of the meeting in my office was February 28th,
6 Monday afternoon, 3:00 p.m.

7 Q 1966?

8 A 1966.

9 Q Go ahead.

10 A Mr. Morris asked him if he remembered the meeting on
11 January 27th and he stated that he remembered part of it.

12 He asked him if he could recall him going over the
13 company's no-solicitation rule with him and he said that
14 he did.

15 I asked him if he was aware that we had a no-solicitation
16 rule at that time and he said that he was.

17 Then I asked him again, were you aware of it as of this
18 January the 27th, and he said no.

19 Then Mr. Morris asked him, said, "We believe that we
20 have sufficient evidence that you have been soliciting on
21 the job and I think that I can verify this if it's necessary."

22 TRIAL EXAMINER: What kind of solicitation?

23 THE WITNESS: Signing of union cards, soliciting for
24 the union on company time.

25 TRIAL EXAMINER: All right, go ahead.

1 A (Continuing) Mr. Morris informed him that we had a
2 no-solicitation rule; that whatever he did during his breaks,
3 lunchtime, was strictly his business, which we had no control
4 over, but on worktime we expected him to work and not carry
5 on union solicitation.

6 Mr. Smith said that he understood this.

7 This conversation lasted, I would say, for approximately
8 45 minutes.

9 Q (By Mr. Greene) All right.

10 Mr. Smith at this February 28th meeting denied that he
11 had been soliciting on company time?

12 A Mr. Morris asked him if he had been soliciting on
13 company time and he said that he had not done anything to
14 hurt anyone that he knew of.

15 Then he rephrased the question and asked him, "Well,
16 then, you have not been soliciting on company time?"

17 He said, "I don't know." I think he said, "I don't
18 think I have."

19 Q All right, go ahead.

20 A And he made some comment about that he hadn't talked to
21 anybody about anything since this January 27th meeting.

22 I told him that I didn't think that he had interpreted
23 it exactly right, but, of course, we didn't expect our
24 employees to come out there and not to talk to anybody about
25 anything, but that we did expect them to work on worktime, and

1 if they had union business or were going to solicit that
2 they could do that on their break time or lunchtime, that
3 that was their business.

4 And this was about the extent of the meeting.

5 Mrs. Smith left the room to type the minutes--

6 Q Who left the room?

7 A Mrs. Smith.

8 Q All right.

9 A To type up the minutes, and she was gone 20 or 30
10 minutes, I guess, typing up the minutes.

11 MR. ECKHARDT: Excuse me. That was Mrs. Smith?

12 THE WITNESS: Right.

13 TRIAL EXAMINER: Joyce Smith?

14 THE WITNESS: Mrs. Joyce Smith.

15 Q (By Mr. Greene) Go ahead.

16 A And during this time, well, we shot the bull, talked
17 about hunting and fishing, and were kidding one--I don't
18 remember who it was--about getting a little fat problem,
19 maybe myself, I don't know.

20 Q But nothing pertaining to Mr. Smith and the solicitation
21 or the subject matter of the meeting was discussed during
22 this time?

23 A Not at all.

24 Q All right.

25 Then what happened when Mrs. Smith returned with the

1 typed notes?

2 A When she returned with the notes, I first read them and
3 then I asked the people in the room if they would mind
4 reading them and signing them, and I started passing them
5 page by page around to everyone in the room, which they all
6 read and signed.

7 Then it came to Mr. Smith and I asked him would he sign
8 it and he said no, that he would prefer not to sign.

9 I asked him why, and he stated that we could change
10 anything that was in the minutes after he left; he didn't
11 feel like that we were that type of people, but he would
12 just prefer not to sign them.

13 So with that I signed the minutes all the way across
14 each page and dated it, and we all got up and shook hands
15 and to my knowledge everything was fine. Mr. Smith was
16 going on back to work.

17 This was 4:15 in the afternoon. It was somewhere in
18 that neighborhood, then.

19 Q All right.

20 A And about 5:00 o'clock, a little before, Jack Morris
21 came back to my office--

22 Q This same day?

23 A The same day, February 28th.

24 --and stated that Mr. Smith had quit. I asked him why,
25 or what was the reason for his quitting and he said that they

1 had went back down the shipping office and he had reviewed
2 Mr. Smith's work performance with him on the previous Friday
3 afternoon.

4 In the particular job that he had, as I understand it,
5 he completed various shipping orders and he had missed quite
6 a few items that were on the order that should have been
7 shipped which were not shipped on that Friday.

8 And they were reviewing his work performance with him
9 and he stood up and said he quit.

10 And Mr. Morris told me that he asked him was he sure
11 that's what he wanted to do, and he said yes; he said, "I'm
12 just quitting. I'll save everybody a lot of trouble."

13 And so Mr. Morris said all right, and they came up to
14 the personnel office to see Cecil Thomas, who was our
15 employee counselor, who exit-interviews all the employees
16 leaving the company.

17 MR. ECKHARDT: Excuse me. You say "they." Who are
18 you talking about?

19 THE WITNESS: Mr. Morris and Mr. Smith came back up to
20 the personnel office to Mr. Thomas' office.

21 Q (By Mr. Greene) Go ahead.

22 A And Mr. Thomas talked to Mr. Smith, and Mr. Smith
23 indicated that he was wanting to leave Tyler Pipe. He said
24 the grass just looked greener someplace else, and with this,
25 well, we accepted Mr. Smith's termination.

1 MR. GREENE: That's all.

2 CROSS EXAMINATION

3 Q (By Mr. Eckhardt) Now, you mentioned this conversation
4 on February 28th lasted about 45 minutes; is that correct,
5 Mr. Davis?

6 A About 30 to 45; I don't recall exactly.

7 Q So you haven't included in your testimony everything
8 that was said, have you?

9 A I haven't recalled it word for word, no, sir.

10 Q That's right.

11 So there may have been many other things that were said
12 that you have left out; isn't that correct?

13 A The minutes of that meeting, I believe, have been sub-
14 mitted into the record, so I think they speak for themselves.

15 Q Thank you for that information.

16 But my question was: You may have left something out
17 of your testimony that was actually said; isn't that correct,
18 Mr. Davis?

19 A Yes, sir, I probably have.

20 Q Quite a bit you've left out; isn't that correct?

21 A Not to my knowledge, not quite a bit.

22 Q Well, now, tell us what you have left out, then, if you
23 now remember.

24 You do have a clear recollection of everything that was
25 said on February 28th where Mr. Smith was present, don't you?

1 A We did not fire Mr. Smith.

2 Q Oh, well, why did you bring it up again on the 28th of
3 February if he hadn't been soliciting for the union between
4 January 27th and February 28th?

5 Now, answer that, if you will, please, sir.

6 A All right.

7 I think I answered it in my original testimony.

8 Q Well, let's hear your next answer.

9 A All right.

10 Mr. Morris came to my office with Mr. Smith's file--

11 MR. GREENE: On what day?

12 THE WITNESS: On February 28th, 1966.

13 A (Continuing) --and said that he had further reports
14 that Mr. Smith was soliciting on the job again between
15 January 27th, when they had had the first meeting with him,
16 and this date of February 28th.

17 Q (By Mr. Eckhardt) All right.

18 At that time did you ask Mr. Morris for details on
19 that information?

20 A I asked him did he know; had anyone reported it to him
21 or how did he know.

22 Q All right.

23 What did Mr. Morris say?

24 A He indicated that Mr. Monty Dewberry had come to his
25 supervisor, who is Clark Collins, on about the middle of

1 February and that Mr. Smith--they were standing around the
2 fire barrel and Mr. Smith asked Mr. Dewberry to sign a
3 union card and Mr. Dewberry told him no, and he went and got
4 his supervisor--went and told his supervisor, Mr. Collins,
5 that they were bothering him.

6 Then Mr. Collins went down there and asked them to
7 leave Mr. Dewberry alone.

8 Q Well, now, you didn't say this on your direct testimony,
9 did you?

10 A No, I didn't.

11 Q Why did you leave that out?

12 A I didn't go into all the details of why we called the
13 meeting, no.

14 Q Well, I'm not asking you to go into the details of why
15 you called the meeting.

16 I'm asking you to tell me now what was actually said
17 between you and Morris on February 28th concerning Smith.

18 Are you now going to tell me everything that was said
19 by Jack Morris to you concerning Smith soliciting during
20 his working hours for the union?

21 A Yes. I don't think that's the question you asked me
22 the first time.

23 You asked me what went on in our meeting.

24 Q All right.

25 Well, then, you checked with Dewberry; is that correct?

1 A Specifically, no.

2 Q You didn't?

3 A At that time, no.

4 Q Did you ask Mr. Morris if Mr. Dewberry had asked
5 Mr. Smith to quit talking about the union?

6 A I didn't ask him that specific question.

7 Mr. Morris said that Mr. Dewberry went and got
8 Mr. Collins.

9 Q Uh-huh.

10 A Or went and told Mr. Collins that he would prefer that
11 they not talk with him about the union; that he had his
12 feelings and they had their feelings, and he would like to
13 leave it that way.

14 Q Did Mr. Morris tell you what Mr. Dewberry said in
15 response to Mr. Smith when Mr. Smith mentioned the union?

16 A Mr. Dewberry told me that he told him, he asked him
17 why didn't he sign a card and he told him he didn't want to.

18 Q Well, now, I'm asking you, this is what Mr. Morris
19 reported to you?

20 A This is what Mr. Morris reported to me at the beginning,
21 and since I've talked to Mr. Dewberry and this is what he
22 says he said.

23 Q Now, when is the last time you talked to Mr. Dewberry
24 concerning what Mr. Smith said to Mr. Dewberry?

25 A Yesterday.

1 Q Oh, yesterday.

2 Was that the first time you had ever discussed this
3 with Dewberry?

4 A No, sir.

5 Q When was the first time after the occurrence that you
6 discussed the matter with Dewberry?

7 Was it before or after Smith was discharged?

8 A Mr. Smith was not discharged.

9 Q All right.

10 Was it before or after Mr. Smith's employment
11 terminated?

12 A It would have been after.

13 Q All right. Not before?

14 A Not before.

15 TRIAL EXAMINER: Well, Mr. Dewberry was present at the
16 conference that was taken down in handwriting, wasn't he?

17 THE WITNESS: Yes.

18 TRIAL EXAMINER: Was he asked any questions at that
19 time?

20 THE WITNESS: No, sir.

21 TRIAL EXAMINER: While counsel is waiting, will you
22 tell me how long has the rule against solicitation been in
23 effect?

24 THE WITNESS: Well, there's been a no-solicitation rule
25 at the company ever since I've been there, which is five years.

1 TRIAL EXAMINER: This particular rule?

2 THE WITNESS: This particular rule since 1965.

3 TRIAL EXAMINER: When in 1965?

4 THE WITNESS: I don't recall right offhand.

5 TRIAL EXAMINER: About when?

6 THE WITNESS: I would say the early part of '65.

7 TRIAL EXAMINER: Was it a written rule?

8 THE WITNESS: Yes, sir.

9 TRIAL EXAMINER: Was it posted?

10 THE WITNESS: Yes, sir.

11 TRIAL EXAMINER: How long was it posted?

12 Has it remained on the bulletin board at all times?

13 THE WITNESS: Permanently since February of 1966, but
14 it was on the board at some time during every week since
15 the early part of '65.

16 TRIAL EXAMINER: Every week at some time?

17 THE WITNESS: Yes.

18 TRIAL EXAMINER: On one bulletin board?

19 THE WITNESS: No, we have 14.

20 TRIAL EXAMINER: On all of these bulletin boards?

21 THE WITNESS: Right.

22 MR. GREENE: I'm going to introduce the rule, Mr.

23 Examiner.

24 TRIAL EXAMINER: All right.

25 Q (By Mr. Eckhardt) What action, if any, Mr. Davis, was

1 THE WITNESS: No, sir.

2 Q (By Mr. Eckhardt) Did you have any no-solicitation
3 rule concerning union activities before the election on
4 August the 1st--the 5th of 1965?

5 A Yes, sir.

6 Q You did?

7 A Yes, sir.

8 Q Was that posted?

9 A Yes, sir.

10 Q Oh, it was?

11 A Yes, sir.

12 Q Did anyone ever receive any warnings before the
13 election concerning soliciting for the union during working
14 hours?

15 A Yes, sir.

16 Q Who were they?

17 A I don't recall offhand who they were.

18 I do recall some being warned about soliciting on the
19 job.

20 Q Can you name one?

21 A Not offhand, no, sir.

22 Q You can't name even one?

23 A No, sir.

24 Q You know, then, the rule was in force before the
25 election?

1 A Yes, sir, I do.

2 Q But you don't know who it was enforced against, is
3 that right?

4 A I can't recall the name right now.

5 Q How many was the rule enforced against after the
6 election?

7 A How many?

8 Q Yes.

9 A I wouldn't have any way of knowing right offhand.

10 Q Well, now, aren't you in a position to know?

11 A I know of some, yes.

12 Q You would know it if it were enforced against anybody,
13 wouldn't you?

14 A Not altogether, no.

15 Q But you would know if any written action was taken,
16 wouldn't you?

17 A No, I wouldn't.

18 Q Uh-huh. You wouldn't?

19 But you work in the personnel department, is that right?

20 A The supervisors maintain their own personnel files.

21 Q Uh-huh, but when anyone is reprimanded, you are
22 usually present, aren't you?

23 A Not on the first warning, no.

24 Q Not on the first warning?

25 A No.

1 Q Does your company keep records of warnings about
2 union activities?

3 A No, not as such. They keep personnel records of each
4 employee.

5 Q Uh-huh.

6 A Any time that there is a disciplinary action of any
7 type taken, it's written up where it's supposed to be
8 written up, in the supervisor's personnel file.

9 Q I see.

10 A We do not become involved in it until the second or
11 third offense or there's a layoff involved or a termination
12 involved.

13 Q I see.

14 At this time are you aware of any written warnings in
15 anybody's personnel file concerning violating the no-
16 solicitation rule besides Mr. Smith?

17 A Yes, sir.

18 Q And who are those other people?

19 A There's this Porter Cook.

20 Q Yes.

21 A There's some in Mr. George Lovin's file, and I
22 believe Mr. McCloud's file.

23 Q That's Clifton McCloud?

24 A That's correct.

25 Q Who else?

1 A I believe there's a Mr. Sawyer, Frank Sawyer.

2 Q Yes.

3 A I couldn't be sure; there's some others, but I'm not
4 sure.

5 Q Now, do you know of any outstanding instructions by
6 the company to employees that if they hear of anyone who
7 is soliciting for the union during their working hours,
8 they are to report these matters to their supervisors?

9 Do you know of any such instructions that were ever
10 given by Tyler Pipe & Foundry Company?

11 A I would say that there could have been instructions
12 given that if anyone is bothered on company time--

13 Q You say there could have been.

14 Are there or aren't there?

15 A I'd say yes.

16 Q All right.

17 Who gave those instructions and when?

18 A The supervisors.

19 Q Was it before Smith's termination of employment?

20 A Yes, sir.

21 Q All right.

22 Who gave these instructions and when were they given?

23 A We had, as I recall, a supervisors' meeting back some-
24 time in the early spring of 1965, where we gave our super-
25 visors some information on do's and don't's, and so forth,

1 identification Respondent's number, whatever the next
2 number is.

3 TRIAL EXAMINER: Respondent's Exhibit No. 11.

4 MR. SEAY: Wait a minute. Don't we have one in the
5 rejected exhibit file that's already No. 11.

6 Where's the rejected exhibit file?

7 I think it will be Respondent's 12. I just think
8 that's the next one.

9 MR. ECKHARDT: Oh, yes, there are some rejected
10 exhibits.

11 I know what it was, it was the Texas Employment
12 Commission--

13 TRIAL EXAMINER: Let's go off the record.

14 (Discussion off the record.)

15 TRIAL EXAMINER: Back on the record.

16 (The document above referred to
17 was marked Respondent's Exhibit
No. 12 for identification.)

18 Q (By Mr. Greene) Mr. Davis, I hand you here Respondent's
19 Exhibit 12 and ask you to look at that.

20 MR. ECKHARDT: May I see it?

21 MR. GREENE: Yes.

22 Q (By Mr. Greene) Is that a copy of the written
23 no-solicitation rule adopted by Tyler Pipe?

24 A Yes, sir.

25 Q Now, when was this rule first posted, as written?

1 A I don't recall the specific date. It was back in the
2 early part of 1965 when it went on the boards.

3 Q Where was it posted?

4 A On the 14 news centers.

5 Q Is that throughout the entire operation?

6 A Yes, sir.

7 Q And I believe you testified earlier that it was posted
8 weekly?

9 A Yes, sir, it was on all the boards at some time during
10 the week beginning in February of '66, it went on the boards
11 and stayed permanently; it's still on today.

12 Q And still on today?

13 A Yes.

14 MR. GREENE: I'd like to introduce Respondent's
15 Exhibit No. 12 into evidence.

16 MR. ECKHARDT: I think it's already in evidence. I'm
17 certain it is--unless the one I put into evidence is
18 different.

19 MR. GREENE: No, it's the same one. Did you put
20 one in?

21 MR. ECKHARDT: Yes.

22 MR. GREENE: Right; the same one.

23 MR. ECKHARDT: But didn't she give it a new exhibit
24 number.

25 MR. GREENE: Well, let's just go ahead and put this

1 (The document heretofore marked
2 Respondent's Exhibit No. 12
was received in evidence.)

3 MR. GREENE: That's all.

4 MR. ECKHARDT: No further questions.

5 TRIAL EXAMINER: Thank you, Mr. Davis.

6 (Witness excused.)

7 MR. GREENE: Do you want to put on another witness?

8 TRIAL EXAMINER: Yes. Is it going to be a long one?

9 MR. GREENE: No, I don't think it will be as long as
10 Mr. Davis.

11 TRIAL EXAMINER: OK, fine.

12 MR. GREENE: All right.

13 Jack Morris.

14 Whereupon,

15 JACK DEVON MORRIS

16 was called as a witness by and on behalf of the Respondent
17 and, having been first duly sworn, was examined and
18 testified as follows:

19 TRIAL EXAMINER: Would you state your full name and
20 address, please.

21 Take a seat.

22 THE WITNESS: Jack Devon Morris.

23 TRIAL EXAMINER: How do you spell that?

24 THE WITNESS: D-e-v-o-n. Route 5, Box 253, Tyler,
25 Texas.

1 Q Would you describe the things which occurred that
2 brought about this meeting with Mr. Smith?

3 A Well, on occasions we had reports from different
4 departments that Mr. Smith was visiting in their departments
5 and was also soliciting some card signing.

6 Q Now, was this on company time?

7 A This was on company time.

8 MR. ECKHARDT: Object to leading the witness.

9 TRIAL EXAMINER: Oh, it's leading, I guess, but I'll
10 let the answer stand.

11 Q (By Mr. Greene) Go ahead, Mr. Morris.

12 A These reports came to us from different departments
13 about Mr. Smith visiting in their departments, and in
14 checking these out we found that he had been soliciting
15 card signing other than on his breaks or lunch periods.

16 Q All right.

17 Now, from what departments did you get reports of
18 Mr. Smith visiting in those areas?

19 A We had reports from south plant mill room department.

20 Q All right.

21 Do you recall how the reports came to you; who they
22 involved on card signing?

23 A The exact names, no.

24 Q All right.

25 Now, after getting these reports did you call Mr. Smith

1 in and did you meet with him?

2 A Yes, sir.

3 On January the 27th--

4 Q 1966?

5 A --1966, I had Mr. Smith in the office, south plant
6 shipping yard office, along with Garwood Pike and Clark
7 Collins, his immediate supervisor.

8 Q Who is Garwood Pike?

9 A Garwood Pike is a first shift yard supervisor.

10 Q All right.

11 What was said at this meeting?

12 A I told A. C. Smith we had reason to believe and had
13 reports that he had been soliciting union card signing or
14 activities on time that he was being paid to work, not his
15 lunchtime or his break time.

16 We also told Smith that this was very much against
17 company rules and company policy, but that anything that he
18 done on his own time or lunchtime or break time was his
19 business, but when he was being paid to perform a job he
20 was not to solicit any activity of no kind.

21 Q What did he say?

22 A He said that--he admitted that he was aware that he
23 was not to do this.

24 Q Did he say anything one way or the other about whether
25 he had been doing it or not?

1 A He said he didn't remember whether he had or not.

2 Q But that he was aware that he was not supposed to
3 do it?

4 A Right.

5 Q All right.

6 Was anything else said at that meeting?

7 A Yes, sir. Mr. Smith was told that if this sort of
8 thing continued it could cause his immediate termination.

9 Q All right.

10 What did he say to that?

11 A He said he understood it.

12 Q Was that the end of the meeting?

13 A Yes, sir, the meeting was adjourned.

14 Q All right.

15 Now, after this meeting in the latter part of January
16 1966 did you receive reports that he had continued to
17 solicit on company time?

18 A The latter part--not in the latter part of January.

19 Q No, I'm saying after that meeting in the latter part
20 of January, sometime after that?

21 A After that, yes, sir.

22 Q When was that?

23 A This meeting was on January the 27th.

24 Q I know that, but when did you receive these reports
25 after that meeting in January?

1 TRIAL EXAMINER: Were there any reports concerning
2 Smith's solicitation after January 27th?

3 THE WITNESS: Yes.

4 Q (By Mr. Greene) When was that?

5 A In February.

6 Q All right.

7 Tell me about that.

8 A Along the middle of February I had the report that
9 Smith was soliciting card signing.

10 Q What was that report?

11 A This report came to me from Mr. Clark Collins, who
12 was his immediate supervisor.

13 The report was gave to him from Monroe Dewberry.

14 Q All right.

15 Do you know the details of that?

16 A Smith had approached Dewberry to get him to sign his card
17 while they were on working time, not during lunchtime or at a
18 break time.

19 Dewberry had told Smith that he was not interested in
20 this sort of thing and he would prefer that he would let him
21 think his way and he would not interfere with Smith's
22 thinking, either way, they could use their own thinking
23 either way they wanted to go.

24 Q Any other kind of solicitation after that time?

25 A Yes, sir. On February the 25th, on Monday, February

1 the 28th, I had a report from one of the other departments
2 that Mr. Smith had solicited, had passed out some forms,
3 on company time.

4 Q. All right. Tell me the details.

5 Who did that involve, and just exactly what did you hear?

6 A. This involved Mr. Milton Hoppe. He reported this to me
7 on Monday.

8 MR. ECKHARDT: I didn't hear the name.

9 TRIAL EXAMINER: Hoppe.

10 MR. ECKHARDT: Hoppe?

11 THE WITNESS: That's correct.

12 Q. (By Mr. Greene) What did he say?

13 A. His leadman had reported to him that Smith had passed
14 some information out to one of his employees to be dis-
15 tributed among the plant employees.

16 Q. Who was the employee that was contacted by Smith?

17 A. Porter Cook.

18 Q. All right.

19 Now you received this report on the 28th--

20 A. Correct.

21 Q. --of February?

22 A. Correct.

23 Q. What did you do then?

24 A. I then went and talked to Mr. Earl Davis of the Personnel
25 Office.

1 Q. Well, what did you say to Mr. Davis?

2 A. I carried Mr. Smith's personnel file along with me and
3 we discussed his file.

4 Going over his job performance, his job performance was
5 good.

6 Q. All right.

7 A. We also read the report that we had made on Smith on
8 January the 27th.

9 Q. All right.

10 A. At the time I told Mr. Davis that I thought we had a
11 good employee here and that we had gone over this sollicita-
12 tion thing with him, but that I wasn't sure but that probably
13 he didn't understand.

14 Q. All right.

15 A. I said that I was up to talk to him for us to decide
16 maybe what we should do next.

17 Q. All right.

18 Now what did you decide?

19 A. Mr. Davis and I discussed this thing a few minutes and
20 decided to go talk to Mr. Warner.

21 Q. Is that the president of the company?

22 A. The president of Tyler Pipe.

23 Q. All right.

24 What did you decide there?

25 A. We elected to review the situation again with Mr. Smith.

1 Q. Did you do this?

2 A. Yes, sir.

3 Q. Who was present when you reviewed it with Mr. Smith?

4 A. Mr. Smith, Mr. Davis, Mr. Collins, Mr. Pike, Monroe
5 Dewberry, Johnny Wood.

6 Q. All right.

7 A. And the secretary.

8 Q. All right.

9 Did you review this with him on February the 28th?

10 A. Yes, sir.

11 Q. Did this take place in Mr. Davis's office?

12 A. In Mr. Davis's office.

13 Q. All right.

14 Would you recount for us at this time, as best you can,
15 what was said and by whom at this meeting on February the
16 28th?

17 A. Everyone in the room-- Well, I made sure that everyone
18 in the room was acquainted.

19 Q. All right.

20 A. From there I asked Mr. Smith if he remembered a previous
21 meeting back sometime ago with myself, Mr. Pike and Mr.
22 Collins.

23 Mr. Smith said that he did.

24 I then asked him if he remembered the discussion.

25 Mr. Smith said, "Part of it."

1 I asked him if he remembered what we did discuss.

2 He said, "Yes, sir."

3 I then told Mr. Smith that I felt--had a feeling that
4 maybe he didn't understand what we had talked to him previous
5 and that we were "here again today" to be sure and clear up
6 his thinking on what we had discussed in January.

7 Q. All right. Go ahead.

8 A. I asked Mr. Smith if he remembered us talking to him
9 about solicitating of union activity on company time, and not
10 on break time or lunchtime.

11 Mr. Smith said that he did remember.

12 I then told him that I felt that we could--that we had
13 had reports since that time that he was still doing this on
14 company time.

15 Then I asked Mr. Smith, and he said no, that he hadn't
16 solicited anything since that previous meeting.

17 Once again, then, I said, "A. C., we are here to try to
18 help you in every way possible, and not to hurt you. We want
19 to be sure that you understand what you can do and can't do
20 while you're on Tyler Pipe's payroll."

21 I asked him if he did understand, and he said, "Yes."

22 I then turned to Mr. Davis and said, "Mr. Davis, I think
23 that Mr. Smith does understand what we have been talking
24 about."

25 Q. All right.

1 who was Mr. Smith at this particular time.

2 Q. All right.

3 A. Mr. Smith was give this information and some six items
4 was missed. They failed to get to us to ship on this par-
5 ticular day.

6 That being very unusual, well, I felt that I should talk
7 to Mr. Smith.

8 Q. All right. And that's why you called him in after the
9 first meeting on February the 28th?

10 A. Yes.

11 Q. All right.

12 A. Correct.

13 Q. Was anything said about his solicitation--

14 A. No.

15 Q. --or about the earlier meeting?

16 A. No, nothing, nothing at all.

17 Q. All right. Go ahead now.

18 A. I was talking to Mr. Smith about his job performance and
19 telling him that with our busy season coming on we couldn't
20 tolerate this, that we were shipping 60 percent of what we
21 would be shipping in three months, and I told him, "We need
22 to be very accurate now. We've got all the time in the world
23 for it."

24 While I was talking to Mr. Smith he stood up and said,
25 "I quit. I don't want to hurt anybody."

1 I said, "Mr. Smith, A. C., you don't mean that."

2 Then I said, "You mean to tell me that you're leaving,
3 you're quitting your job, and you're leaving Tyler Pipe?"

4 He said, "Yes, sir. I quit right now."

5 Then I said, "I will take you to the Personnel Office and
6 fix your termination there."

7 On the way to the Personnel Office I asked Mr. Smith
8 again was he quitting, and he says, "Yes, sir."

9 I carried Mr. Smith to Mr. Cecil Thomas' office and I
10 left him there.

11 Q. All right.

12 A. I didn't see him any more.

13 Q. And you don't know what was said between Mr. Smith and
14 Mr. Thomas?

15 A. I told Mr. Thomas that Mr. Smith had elected to quit and
16 that I would appreciate him visiting with him about it.

17 Q. And then you left?

18 A. Then I left. Yes, sir.

19 Q. All right.

20 MR. GREENE: That's all.

21 CROSS EXAMINATION

22 Q. (By Mr. Eckhardt) Now have you testified as to every-
23 thing you recall that was said between you and Smith in this
24 conversation concerning the missing six items?

25 A. Yes, sir.

1 Q. Have you covered all of that completely?

2 A. Yes, sir, all of it.

3 Q. All right.

4 A. The conversation was very short.

5 Q. Yeah. So Mr. Smith didn't say anything else that you
6 now recall other than what you testified to?

7 A. No, sir.

8 Q. You're sure of that?

9 A. Yes, sir.

10 Q. OK. Uh-huh.

11 Did he say anything else concerning why he was quitting?

12 A. The only comment he made was that he "didn't want to
13 hurt anybody."

14 Q. He said nothing else about why he was quitting to you
15 on this occasion?

16 A. No, sir.

17 Q. You're certain of that?

18 A. Yes, sir.

19 Q. All right.

20 He didn't mention that he was "looking for greener
21 fields?"

22 A. No, sir. Not to me.

23 Q. Thank you.

24 Do you know how that "greener fields" could have gotten
25 into this case?

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1 A. I have not heard it before.

2 Q. I see.

3 A. I don't know.

4 Q. I see. You never told anybody that Mr. Smith told you
5 that he was quitting because he was "looking for greener
6 fields," did you?

7 A. No, sir.

8 Q. You're certain of that?

9 A. Yes, sir.

10 Q. All right.

11 Now you mentioned that Mr. Smith was a very good and
12 competent employee of Tyler Pipe and Foundry Company, didn't
13 you?

14 A. (No response.)

15 Q. Isn't that correct?

16 A. Yes, sir.

17 Q. And at one time Mr. Smith was made a leadman, isn't that
18 correct?

19 A. Mr. Smith acted as a leadman in his supervisor's absence.

20 Q. Yes. That was because he was superior to the other
21 employees that he worked with, isn't that right?

22 A. I would say that Mr. Smith had a lot of interest in the
23 job at one time.

24 Q. Well, when did his interest seem to dwindle?

25 A. About the 1st of January of '66, his absenteeism was the

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- 1 first indication.
- 2 Q. And you reported that to someone?
- 3 A. Did I report it to someone?
- 4 Q. Yes.
- 5 A. No, sir.
- 6 Q. I see.
- 7 A. It was reported to me.
- 8 Q. What?
- 9 A. It was reported to me.
- 10 Q. Were you Mr. Smith's immediate supervisor?
- 11 A. No, sir.
- 12 Q. In January of '66?
- 13 A. No, sir.
- 14 Q. Who was his immediate supervisor in January of '66?
- 15 A. Mr. Collins.
- 16 Q. Mr. Collins?
- 17 A. Yes.
- 18 Q. Did Mr. Collins ever praise Mr. Smith's work?
- 19 A. He had in the past.
- 20 Q. I see.
- 21 A. In 1965, Mr. Smith had had some recommendations coming
- 22 from Mr. Collins that was very good.
- 23 Q. Uh-huh. And as a result of those recommendations wasn't
- 24 Mr. Smith given additional authority?
- 25 A. No, sir.

1 Q. Well, what--

2 A. Except in his supervisor's absence.

3 Q. Well, that's what I'm talking about.

4 A. Well--

5 Q. Why are you trying to sell that short?

6 MR. GREENE: Object, and move to strike it.

7 TRIAL EXAMINER: I'll sustain the objection.

8 MR. ECKHARDT: All right.

9 Q. (By Mr. Eckhardt) But you, the company, wanted to
10 recognize Mr. Smith's superior working ability, didn't they?

11 A. I think Tyler Pipe would like to recognize anybody that
12 was superior.

13 Q. Yeah, I know. Anybody, somebody else, but we're talking
14 about Mr. Smith.

15 MR. GREENE: I object.

16 Q. (By Mr. Eckhardt) The company wanted to recognize Mr.
17 Smith's superior ability in 1965, didn't it?

18 MR. GREENE: Object, Mr. Trial Examiner.

19 TRIAL EXAMINER: I'll overrule the objection.

20 You may answer.

21 A. We did recognize Mr. Smith's interest in the company.

22 Q. (By Mr. Eckhardt) Uh-huh.

23 A. Or he would not have been acting as leadman in his
24 supervisor's absence.

25 Q. Right. Certainly.

1 Mr. Smith acted in a leadman capacity at least up until
2 sometime in December of 1965, isn't that correct?

3 A. Until Mr. Smith quit his job he was in the same capacity
4 as he was in 1965.

5 Q. Well, now that's a question in this case, whether he
6 quit, or whether he was forced to quit.

7 But did he continue to exercise his leadman responsibili-
8 ties when the other foreman was not there right up until the
9 time his employment stopped?

10 A. Yes, sir.

11 Q. I see. All right.

12 Do you happen to have those reports you had about the
13 six items being missing?

14 A. Yes, sir.

15 Q. Do you have those with you?

16 A. Yes, sir, I've got them.

17 Q. Do you have them there with you?

18 A. Yes, sir.

19 Q. All right.

20 When did you first find out that these items were miss-
21 ing?

22 A. On Monday morning.

23 Q. Which would have been what date?

24 A. On Monday.

25 Q. What date?

1 Q. Well, then why didn't you mention that to Mr. Smith at
2 that time?

3 A. Ordinarily this is not done, a man's performance is not
4 done in front of that big a group of people.

5 Q. Uh-huh.

6 A. It is usually handled very privately.

7 Q. I see.

8 A. It's between him and his supervisors.

9 Q. I see. So for a man to be called in to that big a group
10 of people is rather unusual, isn't it?

11 A. I'd say probably it would be very unusual under the cir-
12 cumstances, yes.

13 Q. And under those circumstances that you were confronted
14 with that was unusual, is that right?

15 A. Well, we felt like it was unusual.

16 Q. Well, why did you feel it was unusual?

17 A. This was the second time that these reports had been
18 given to us that Mr. Smith was soliciting for union activity
19 on time that he should be working.

20 Q. Did you assume that these reports were correct?

21 A. I had no reason to doubt it.

22 Q. Did you ask anybody?

23 A. Did I ask anybody?

24 Q. Yes.

25 A. I asked the people that reported it to me.

1 Let's get one question answered at a time.

2 MR. ECKHARDT: All right.

3 Q. (By Mr. Eckhardt) Did you know on February 25th whether
4 or not Monroe Dewberry favored the union?

5 A. No, sir.

6 Q. You didn't?

7 A. No, sir.

8 Q. Well, when did you get the report on Smith and Dewberry?

9 A. From his supervisor.

10 Q. And when was that?

11 A. It was--

12 Q. Was it before or after February 25th?

13 A. Oh, it was sometime in the middle of February.

14 Q. I see. Uh-huh.

15 But you didn't know after you got the report--

16 Well, who did you get the report from?

17 A. Mr. Collins.

18 Q. Mr. Collins?

19 A. Yes.

20 Q. You didn't know after you got the report from Mr.

21 Collins concerning Monroe Dewberry and Smith that Dewberry
22 was opposed to the union?

23 A. The report I got was that Mr. Smith was harassing Mr.
24 Dewberry; he was talking in vile language, and he was inter-
25 ferring with his job performance.

1 MR. GREENE: He has already answered that, Mr. Trial
2 Examiner.

3 MR. ECKHARDT: Well, I don't think he has.

4 MR. GREENE: Yes, he did.

5 MR. ECKHARDT: I don't--

6 MR. GREENE: You've asked him that once before.

7 TRIAL EXAMINER: Well, let him ask him again.

8 Overrule the objection.

9 Q. (By Mr. Eckhardt) Was there any particular reason for
10 bringing this matter of the six items up after the conversa-
11 tion about the no-solicitation rule?

12 A. When Mr. Smith came to work that day, reported for work,
13 I was tied up on this same solicitation thing concerning him
14 with Mr. Davis and Mr. Warner.

15 Q. All right.

16 A. This was the first available time that I had had with
17 Mr. Smith.

18 Q. Uh-huh. I see.

19 Well, did you mention to Mr. Davis and Mr. Warner that
20 you were going to bring this matter up with Mr. Smith?

21 A. No, sir.

22 Q. Oh, you didn't?

23 A. No, sir.

24 Q. Did they ask you to?

25 A. No, sir.

1 work stations when they were supposed to be working, and
2 that he would appreciate it very much if we would keep him
3 out of the department.

4 Q. So you asked Mr. Pike who had reported Mr. Smith?

5 A. Yes.

6 Q. Right?

7 A. Right.

8 Q. And who did he say?

9 A. Mr. Bill Ozment.

10 Q. Did you ask Pike who had reported the matter to Mr.
11 Ozment?

12 A. No, sir.

13 Q. Any particular reason why you didn't?

14 MR. SEAY: It's repetitious and arguing with the witness.

15 TRIAL EXAMINER: I'll sustain the objection.

16 Q. (By Mr. Eckhardt) Did you want to believe that the
17 reports against Smith were true?

18 MR. GREENE: Object.

19 TRIAL EXAMINER: Sustained.

20 Q. (By Mr. Eckhardt) Did you ever have any reports from
21 anyone-- Did you ever get any reports from anyone before
22 February 28th that Mr. Smith had posted a notice of a union
23 meeting in a lunchroom?

24 A. Yes, sir.

25 Q. Who did you get that report from?

1 A. We told Mr. Warner about the meeting with Mr. Smith in
2 January.

3 Q. Uh-huh.

4 A. At the same time we talked with Mr. Warner about Mr.
5 Smith's possibilities of being a leadman in Tyler Pipe some-
6 day.

7 Q. I see.

8 A. We said that his job performance had been good, and
9 said that we would like to give him another opportunity to
10 clear this thing up even though we had told him that we might
11 terminate him, that it would be cause for termination if he
12 continued.

13 Q. So you were going to Mr. Warner before you warned Mr.
14 Smith a second time, is that correct?

15 A. I wasn't going to Mr. Warner.

16 Q. Well--

17 A. We were all discussing this situation, Mr. Davis, Mr.
18 Warner and myself.

19 Q. Isn't it a fact that Mr. Warner had told you that before
20 you fired a man or warned a man for engaging in union activi-
21 ties that you should discuss the matter with him first?

22 A. No, sir.

23 Q. Well, you said that this was not a normal procedure?

24 A. Right.

25 Q. Now normally what would have happened?

1 A. Hourly employees?

2 Q. Well, now why did you want an hourly employee as a wit-
3 ness?

4 A. It seems that people consider this to be more fair than
5 to have all supervisors ganged around one employee.

6 Q. So it's not fair to reprimand anybody without a witness,
7 was that your belief?

8 A. Mr. Smith was not reprimanded.

9 Q. Oh, he was not reprimanded?

10 A. He was cautioned.

11 Q. Cautioned?

12 A. Correct.

13 Q. Uh-huh. I see.

14 Was he warned?

15 A. He was told what could happen if this continued.

16 Q. Uh-huh. So you wanted other employees to benefit from
17 this, is that correct?

18 A. Not benefit. But I wanted them to hear the correct
19 side of it.

20 Q. But he wasn't there for the purpose of confronting Mr.
21 Smith with what Mr. Dewberry knew, was he?

22 A. (No response.)

23 Q. Mr. Dewberry wasn't there for the purpose of Mr. Smith
24 questioning Mr. Dewberry, was he?

25 A. Mr. Dewberry did not have one word to say at the whole

AFTERNOON SESSION

2:00 p.m.

1 TRIAL EXAMINER DAVIS: The hearing will be in order.

2 MR. GREENE: Mr. Cecil Thomas.

3 TRIAL EXAMINER: Will you reise your right hand?

4 Whereupon,

5 CECIL THOMAS

6 was called as a witness by and on behalf of the Respondent
7 and, having been first duly sworn, was examined and testified
8 as follows:
9

10 TRIAL EXAMINER: Will you state your full name and
11 address, please?

12 THE WITNESS: Pardon me?

13 TRIAL EXAMINER: State your full name and address.

14 THE WITNESS: Cecil Thomas, 1814 South Fleishel, Tyler,
15 Texas.

16 DIRECT EXAMINATION

17 Q. (By Mr. Greene) Mr. Thomas, by whom are you employed?

18 A. Tyler Pipe and Foundry Company.

19 Q. In what connection?

20 A. I am Personnel Advisor for Tyler Pipe and Foundry Com-
21 pany, Personnel Department.

22 MR. ECKHARDT: Personnel Advisor?

23 THE WITNESS: Yes, sir.

24 Q. (By Mr. Greene) Do you have any other connection with
25 that company?

1 A. Any other connection?

2 Q. With Tyler Pipe and Foundry Company other than in the
3 Personnel Department?

4 A. All of my work is carried on through the Personnel
5 Department.

6 Q. All right.

7 Are you also an ordained Baptist Minister?

8 A. Yes, sir.

9 Q. All right.

10 Do you have a church?

11 A. Yes, sir.

12 Q. Where is that church located?

13 A. It's the Mt. Sylvan Baptist Church. It's about ten
14 miles west of Tyler on Highway 110, which is what we normally
15 call the Van Highway.

16 Q. How long have you had that church?

17 A. In this tenure there I've been there a little over two
18 years. Prior to that time I was there twelve years.

19 Q. All right.

20 Now, Mr. Thomas, directing your attention to February
21 28th, 1966, did you have an occasion in your official capacity
22 as a member of the Personnel Department to have any conver-
23 sation with Mr. A. C. Smith?

24 A. I did, sir.

25 Q. Would you describe how this meeting came about and just

1 what was said?

2 A. Yes, sir.

3 MR. ECKHARDT: Have we got the date?

4 MR. GREENE: I said February 28, 1966.

5 MR. ECKHARDT: All right.

6 Q. (By Mr. Greene) Go ahead, Mr. Thomas.

7 A. I visit the hospitals also as a part of my work. I
8 had returned from the hospital and come back to the Personnel
9 Office.

10 I met Mr. Earl Davis in the hallway, I believe, and he
11 told me that they had had a conference with A. C. Smith,
12 but that everything had been worked out all right.

13 I said, "Fine," and then left.

14 I went on to my office then, which that was between
15 4:00 and 5:00 o'clock, and A. C. Smith and Jack Morris came
16 in.

17 Jack had A. C.'s termination papers--which we make out
18 termination papers--and he said that A. C. had decided to
19 leave Tyler Pipe and Foundry Company.

20 I said, "Well, I'm sorry to hear it."

21 Then I asked him if he had anything else that he would
22 like to make comments about, asked Mr. Morris, and he said
23 that he didn't.

24 I then said "Well, I'll visit with A. C. a while,"
25 which is a part of my work when an employee leaves Tyler

1 Pipe and Foundry.

2 I told A. C. that I was sorry that he was leaving, that
3 I wasn't familiar with all of the details about his discus-
4 sion with Earl Davis and others just prior to this meeting,
5 but that I would be happy to get in on it because it was a
6 part of my work. I said that I would be happy to go into it
7 if he felt like there were things that ought to be discussed.

8 Then he said, "No," that he believed that this was the
9 best, that he was looking for a better job, a better place
10 to work, and that the "pasture looked greener someplace else."

11 I told him I was sorry about it, I surely was, but I
12 said that I would still be happy to get in on it, the dis-
13 cussion, and go into it.

14 It was still his decision that he would let the termina-
15 tion stand as it was written up.

16 Q. Did you write it up in his presence?

17 A. No. I wrote those words up in his presence there at
18 the bottom of his termination.

19 Q. All right.

20 A. That's the only thing that I have in reference to
21 writing on a termination.

22 Q. All right.

23 I hand you here what purports to be a termination notice
24 signed by you and Mr. Jack Morris--

25 A. Yes, sir.

1 Q. --and ask you to look at that.

2 A. Yes, sir.

3 Q. Is that the same notice?

4 A. Yes, sir.

5 Q. All right.

6 MR. GREENE: I'd like to have the reporter mark this
7 as Respondent's No. 13.

8 (The document above-referred to
9 was marked Respondent's Exhibit
No. 13 for identification.)

10 MR. ECKHARDT: Did we establish who wrote that down
11 there?

12 MR. GREENE: I'm getting ready to ask him.

13 I just asked him to identify it.

14 MR. ECKHARDT: All right.

15 Q. (By Mr. Greene) Whose writing is this on the bottom?

16 A. It's my writing.

17 Q. Did you write that in the presence of Mr. A. C. Smith?

18 A. Yes, sir.

19 Q. Did he in any way see this or look at it?

20 A. I was writing it there and he had the opportunity.

21 Q. But you didn't ask him to sign it, or anything like
22 that?

23 A. No, sir. We do not do that.

24 Q. All right.

25 MR. GREENE: I'd like to have Respondent's Exhibit No. 13

1 introduced into evidence.

2 TRIAL EXAMINER: Any objection?

3 MR. ECKHARDT: May I take the witness on voir dire?

4 TRIAL EXAMINER: Yes.

5 VOIR DIRE EXAMINATION

6 Q. (By Mr. Eckhardt) Mr. Thomas, did you show this to
7 Mr. Smith?

8 A. He was there at my desk as I wrote that out.

9 TRIAL EXAMINER: The question is "did you show it to
10 him?"

11 THE WITNESS: No, sir.

12 MR. ECKHARDT: Uh-huh. I see.

13 I object on that grounds, Mr. Examiner, that it is a
14 self-serving document.

15 TRIAL EXAMINER: Overruled.

16 Respondent's No. 13 will be admitted into evidence.

17 (The document above-referred to,
18 heretofore marked Respondent's
19 Exhibit No. 13, was received in
evidence.)

20 MR. GREENE: I'll make some copies of it.

21 Q. (By Mr. Greene) Now, was anything else said between
22 you and Mr. Smith?

23 A. I asked him if there was anything that I might see about
24 for him.

25 I told him that I thought we wouldn't be able to process

1 the termination papers that afternoon, that it might be
2 delayed, and asked him did he want to wait.

3 He said that he believed that he would just wait and
4 come back later.

5 I asked him then if I could help him do anything.

6 He said that he wanted to call his wife so that she
7 could come after him.

8 Then I asked him where he lived and he told me "down
9 the road".

10 I told him then that I was fixing to go into Tyler
11 myself and if he wanted to, why, he could ride into Tyler
12 with me. I told him that just as soon as I got my papers
13 all cleared up, and things like that, that he could go in
14 with me.

15 Then he left. I had told him that I would be out
16 through the main gate in just a little bit, that I would come
17 by there.

18 That was all of the conversation that we had.

19 MR. GREENE: That's all.

20 TRIAL EXAMINER: Did he ride into town with you?

21 THE WITNESS: No, sir.

22 CROSS EXAMINATION

23 Q. (By Mr. Eckhardt) Mr. Thomas, have you ever given any
24 antiunion speeches out at the Tyler Pipe and Foundry Company?

25 MR. GREENE: Object.

1 MR. GREENE: Yes.

2 TRIAL EXAMINER: Is this the gentleman?

3 MR. GREENE: That's him.

4 TRIAL EXAMINER: Come around here.

5 Would you raise your right hand?

6 Whereupon,

7 CLARK COLLINS

8 was called as a witness by and on behalf of the Respondent
9 and, having been first duly sworn, was examined and testified
10 as follows:

11 TRIAL EXAMINER: Take a seat, please, and state your
12 full name and address.

13 THE WITNESS: Clark Collins, 1612 East Richards, Tyler,
14 Texas.

15 TRIAL EXAMINER: You'll have to keep your voice up.

16 THE WITNESS: Yes, sir.

17 MR. GREENE: Talk loud enough so we can hear you over
18 here, Mr. Collins.

19 THE WITNESS: I'll try.

20 DIRECT EXAMINATION

21 Q. (By Mr. Greene) By whom are you employed, Mr. Collins?

22 A. Tyler Pipe and Foundry.

23 Q. In what position?

24 A. Supervisor.

25 Q. Of what department?

1 MR. GREENE: How about letting me ask him?

2 MR. ECKHARDT: Well, I object to that. It's leading.

3 TRIAL EXAMINER: I don't think so.

4 It's done all the time by General Counsel and everybody
5 else.

6 I think it's a proper method.

7 MR. GREENE: I got the idea from you.

8 TRIAL EXAMINER: So I'll overrule your objection.

9 Q. (By Mr. Greene) Directing your attention to the latter
10 part of January 1966, had anyone said anything to you about

11 A. C. Smith soliciting on company time and property?

12 A. The latter part of January?

13 Q. Right.

14 A. Yes, sir.

15 Q. Or during January 1966?

16 A. Yes, sir, Mr. Pike did.

17 Q. All right.

18 A. We had a meeting.

19 Q. All right. Tell me about that?

20 A. Well, I came to work one day and Mr. Pike told me that
21 we were going to have a meeting down in the South Plant yard
22 office.

23 Q. Who is Mr. Pike?

24 A. He's the day supervisor.

25 Q. All right.

1 A. I relieve him at 2:00 o'clock.

2 Q. OK. Go ahead.

3 A. He said that Mr. Morris would be down there about 3:00,
4 and that he wanted to talk to us.

5 Mr. Morris came down and-- Well, the thing is, I didn't
6 know anything about this until I got out there. I didn't
7 know what it was about.

8 Q. OK. Now go ahead and tell me what happened then when
9 you got out there?

10 A. Mr. Morris came down. He came in and told A. C. that
11 he wanted to talk to him a little bit on soliciting the union
12 and signing cards on the job while he was on company time.

13 Q. All right.

14 A. Well, A. C. claimed that he didn't know that he was doing
15 wrong.

16 Mr. Morris told him how wrong it was and that he couldn't
17 do it.

18 Then he said, "Now on your own time, breaks and lunch
19 period, you can do what you please."

20 Q. All right.

21 A. And he said, "But not when the company is paying you."

22 Q. All right. Was anything else said then?

23 A. I believe that was about all that was said right then.

24 Q. All right.

25 Now prior to that time had you had any knowledge that

1 Mr. Smith had been soliciting on company time and property?

2 A. No, sir. I hadn't had no knowledge of it.

3 Q. All right.

4 Now after that date, after you had this meeting in
5 January 1966, did you hear that Mr. Smith had engaged in
6 solicitation on company time?

7 A. Yes, sir. Mr. Pike had told me that again, and they
8 had another meeting.

9 Q. All right.

10 A. That was on the 28th of February.

11 Q. All right. Did you attend that meeting?

12 A. Yes, sir. I attended that meeting.

13 Q. All right. Tell us what was said at that meeting?

14 A. Well, we all went up there.

15 Mr. Morris told A. C. that they were there just to
16 refresh his mind on the meeting. He asked him if he remembered
17 the meeting we had on the South Plant Yard Office.

18 Well, A. C. said that he did.

19 Mr. Morris said, "Do you remember what we discussed?"

20 A. C. said, "Part of it."

21 Then Mr. Morris said, "Well, we're here to talk to you
22 about it again," and he said "You've been soliciting and
23 getting people to sign union cards on company time."

24 Then A. C. said, "Of course, that he didn't remember
25 that he had done it on company time.

1 Well, Mr. Morris told him that he would be terminated
2 if he was caught at it again.

3 Of course Mr. Earl Davis spoke up and told him that he
4 didn't mean that he couldn't talk on the job, like on breaks
5 and lunchtime, that he didn't mean that at all. But that it
6 was just while he was on company time.

7 Q. OK.

8 A. He told him his breaks and lunch period was his own
9 time and he could do what he wanted then.

10 Q. All right.

11 MR. ECKHARDT: This is what Morris said?

12 I didn't get that.

13 TRIAL EXAMINER: Who said that?

14 THE WITNESS: Mr. Davis.

15 TRIAL EXAMINER: Mr. Greene, how many more witnesses
16 have you got on this Smith thing?

17 MR. GREENE: Three.

18 TRIAL EXAMINER: Well--

19 MR. GREENE: But not supervisors. These three are
20 employees.

21 They will be very short, as far as I'm concerned.

22 TRIAL EXAMINER: OK.

23 Q. (By Mr. Greene) All right. Now during this period of
24 time from January to February did anyone say anything to you
25 about an approach by Smith of Monroe Dewberry or an employee

1 by the name of Wells?

2 A. No. Monroe Dewberry come to me one night.

3 MR. ECKHARDT: Mr. Examiner, I think that was very
4 leading and I object to further leading questions like that.

5 TRIAL EXAMINER: Well, the damage has been done.

6 MR. ECKHARDT: Yes.

7 TRIAL EXAMINER: So I'll let the question go. I'll
8 let the answer go.

9 Q. (By Mr. Greene) Go ahead.

10 A. Monroe Dewberry come up on the north end yard where I
11 was and told me that he'd like for me to go down and talk
12 to Smith and them, that they were down there harassing him
13 about the union.

14 Well, I told him I would.

15 Q. When was this?

16 A. That was about the middle of December.

17 Q. OK.

18 A. So I walked down to the fire barrel where they were
19 and I told them that Dewberry said they was harassing him
20 about the union.

21 They claimed they wasn't. They claimed they wasn't
22 even bothering him.

23 Of course he claimed they were.

24 They said they wouldn't do it any more.

25 Q. All right.

1 Now do you recall a union notice, or finding a union
2 notice posted being posted on a bulletin board in the lunch-
3 room?

4 A. Yes, sir.

5 Q. All right.

6 A. I came out of my office one day. One of the boys in
7 Shipping had been out there on a break, one of the boys
8 that loads trucks off of the docks, and he told me about
9 that.

10 He asked me if anything was supposed to be posted on
11 the wall in there.

12 Well, I told him that I didn't know, and what was it,
13 and he said it was a union notice of a meeting.

14 So I called Mr. Morris, in turn, and Mr. Morris said
15 "No," that I could go take it down.

16 Well, I went in then and taken it down.

17 Q. OK.

18 A. So I gave it to Mr. John Mackey, who was going up to
19 Sales, and he went by and gave it to Mr. Earl Davis.

20 Q. Now where was this notice located when it was posted,
21 put up?

22 A. Just inside the door on the left wall. It was just as
23 you walk in the door.

24 Q. Was it on the wall?

25 A. On the wall, yes.

1 Q. Not on the bulletin board?

2 A. No, sir.

3 Q. OK.

4 A. We don't have a bulletin board in the lunchroom.

5 Q. I see. All right.

6 Was the notice signed?

7 A. I don't believe it was.

8 Q. All right.

9 A. I believe that all it had on it was just "Your Commit-
10 teeman."

11 Q. All right.

12 A. It was typed on there.

13 TRIAL EXAMINER: The words "Your Committeeman," or the
14 names?

15 THE WITNESS: Just "Your Committeeman," that's all it
16 had on there.

17 TRIAL EXAMINER: The words?

18 THE WITNESS: The words, yes, sir.

19 Q. (By Mr. Greene) Now during your absence from the plant
20 did Mr. Smith ever act as leadman?

21 A. Yes, sir. When I was sick, or something like that, off
22 on vacation, well, he acted as leadman.

23 Q. Did you ever have any conversation with Smith telling
24 him that he was not a leadman and never had been?

25 A. I never had any conversation with him like that.

1 I asked A. C. if he had any trouble. He said "No. Every-
2 thing's all right."

3 Then I told him that me and Mr. Morris wanted to meet
4 with him there when Mr. Morris got down there. That was
5 about 4:30.

6 Well, Mr. Morris came on down.

7 It was a ship short, was what it was, on Friday, Feb-
8 ruary the 25th.

9 Q. That's when the shortage had occurred?

10 A. Yes, sir.

11 Q. All right. Go ahead.

12 A. That's what he wanted to talk to him about. It was
13 because he had so many on it.

14 Well, when he came in he started talking to A. C. about
15 it. He told him that he had just missed an awful lot there,
16 you know, and they had found that stuff when they checked
17 out behind. We have a checker, you know, that checks out
18 behind.

19 Q. All right.

20 A. Well, it was in stock, you know, and he had it all
21 zeroed out.

22 Q. Well, he asked him what his problems was, then, and he
23 said he didn't know. He said he just couldn't find it, or
24 something.

25 So Mr. Morris told him how important that was for this

1 stuff to be getting on the trucks to our customers when we
2 had it in stock out there.

3 Then all of a sudden, well, A. C. said, "Well, I guess
4 I'll just quit."

5 In a few minutes Mr. Morris said, "A. C., do you mean
6 that?"

7 A. C. said, "Yes, sir. I guess I'll just quit."

8 Mr. Morris told him, he said, "Now you know you don't
9 have to do that."

10 Then A. C. said, "Well, I want to quit."

11 So they got up and went on up to the office.

12 That's the last I saw of him.

13 Q. That's the last you saw of him?

14 A. Yes, sir.

15 Q. All right.

16 Now at any time in July of 1965, or since that time, did
17 you ever ask Mr. Smith to find out what was being done by
18 the union?

19 A. No, sir, I have not.

20 Q. All right.

21 A. I never have talked about the union to any of my people.

22 Q. Did you ever ask Monroe Dewberry to do the same thing?

23 A. No. No, sir, I never have.

24 Q. Did you ever ask any employee to engage in spying activi-
25 ties and report to you about what the union was doing--

1 Q. Right?

2 A. Yeah. He didn't say what kind of cursing, but he told
3 me he cursed him some.

4 Q. Oh, he did?

5 A. Yes.

6 Q. And did he tell you what words were used?

7 A. No, he didn't tell me.

8 Q. He didn't quote anything that Mr. Smith had said?

9 A. Not to me, no, he didn't.

10 Q. Uh-huh. I see.

11 TRIAL EXAMINER: Are you going to be with this witness
12 long?

13 MR. ECKHARDT: About five or ten more minutes.

14 TRIAL EXAMINER: OK.

15 Q. (By Mr. Eckhardt) Did Mr. Dewberry give you an example
16 of anything that Smith said in the way of a curse word?

17 A. No, I don't think he did.

18 Q. Uh-huh.

19 A. He just told me that they was harassing him about the
20 union and cursing him.

21 He told me he wanted me to go talk to them and I told
22 them I would.

23 Q. Uh-huh.

24 A. So he went on back to work and I went on down there.

25 Q. Now had you asked Mr. Dewberry to report this to you

1 any more.

2 Q. But they did deny even talking to him about the union,
3 didn't they?

4 A. Yeah, at first they did.

5 Q. All right. At first they did?

6 A. Yeah.

7 Q. Well, now how did they change?

8 A. Well, after I talked to them a bit, why, they said
9 they wouldn't talk to him any more.

10 Q. They said they wouldn't talk to him any more?

11 A. Yeah.

12 Q. But they didn't say they wouldn't talk to him about the
13 union, is that right?

14 A. Well, they didn't say anything about that.

15 Q. I see.

16 A. They just said they wouldn't talk to him any more.

17 Q. Uh-huh. All right.

18 Did you have any reports that they broke their word--

19 A. No.

20 Q. --after that?

21 A. No. No, not that I know of. I don't recollect any.

22 Q. Well, now after they denied talking to Mr. Dewberry
23 about the union, Mr. Collins, did you go back to Dewberry
24 and check out their story with Dewberry?

25 A. No, I didn't go right back to him. No, sir.

1 Q. You never did go back to him about this matter, did you?

2 A. No.

3 Q. Uh-huh.

4 A. I said something to him later on in the night. I told
5 him I had talked to them and they claimed they wasn't talk-
6 ing to him about it.

7 Q. And what did Dewberry say to that?

8 A. Well, he said they were.

9 Q. Uh-huh. So you had two men's word against one man's
10 word, then, and you chose to believe Dewberry?

11 A. No, I didn't exactly chose that because I figured that
12 something was going on down there.

13 Q. Did you ask Dewberry if he had participated in this
14 conversation?

15 A. No.

16 Q. Did you ask Dewberry what Smith had said?

17 A. No, I didn't ask him what he said.

18 Q. Did you ask Dewberry what Wells had said--

19 A. No.

20 Q. --in this purported conversation about the union?

21 A. No.

22 Q. Didn't you know, being an immediate supervisor of Mr.
23 Smith's, that employees had a habit of talking while they
24 were warming their hands at the fire barrel?

25 A. Yeah, I know that they always talk.

1 A. I don't think so. Not that I know of.

2 Q. Uh-huh. I see.

3 TRIAL EXAMINER: All right. You've had him enough.

4 MR. ECKHARDT: No further questions.

5 TRIAL EXAMINER: All right. Thank you. You're excused.

6 (Witness excused.)

7 TRIAL EXAMINER: Do you have any more witnesses on this?

8 MR. GREENE: One other witness, I think, and that's all
9 on this.

10 TRIAL EXAMINER: All right.

11 In regard to Smith's discharge, I personally don't think
12 you need any more witnesses. But I'm not going to prevent
13 you from putting them on because I'm not going to dismiss as
14 of now.

15 MR. GREENE: Thank you.

16 We'll put one more on.

17 TRIAL EXAMINER: OK.

18 Would you raise your right hand?

19 Whereupon,

20 PORTER COOK

21 was called as a witness by and on behalf of the Respondent
22 and, having been first duly sworn, was examined and testified
23 as follows:

24 TRIAL EXAMINER: Take a seat, please, and state your
25 full name and address.

1 THE WITNESS: Porter Cook, 319 North Horace.

2 TRIAL EXAMINER: Will you keep your voice up so that
3 gentleman over there can hear you?

4 THE WITNESS: Yes, sir.

5 MR. ECKHARDT: Mr. Examiner, it is your position in
6 this case that the evidence thus far does not establish a
7 constructive discharge?

8 TRIAL EXAMINER: That is my inclination, yes.

9 MR. ECKHARDT: Well, I think, then, that I should state
10 that I strenuously still contend that this was a construc-
11 tive discharge.

12 TRIAL EXAMINER: I'm going to give you a chance to con-
13 vince me otherwise in your brief.

14 MR. ECKHARDT: Well, I just didn't want Counsel for the
15 Respondent to be--

16 TRIAL EXAMINER: Well, I told him the same thing.

17 I said that I don't think he needs any more witnesses.

18 MR. ECKHARDT: All right.

19 TRIAL EXAMINER: But I said that I'm not going to cut
20 him short because I'm not going to dismiss as at this time.

21 MR. ECKHARDT: Yes.

22 TRIAL EXAMINER: I'm going to wait for your brief and
23 I'm open to be educated.

24 MR. ECKHARDT: But, as I understand it, you are certainly
25 going to permit all of the evidence that either side wants to

1 put in on this?

2 TRIAL EXAMINER: Well, of course.

3 MR. ECKHARDT: Yes. Thank you.

4 DIRECT EXAMINATION

5 Q. (By Mr. Greene) Mr. Cook, by whom are you employed?

6 A. Tyler Pipe and Foundry.

7 Q. How long have you been employed by them?

8 A. A little over three years at this time.

9 Q. What is your job now?

10 A. I am a Brass Room Attendant.

11 Q. Do you remember the union election that was held back
12 in August of 1965?

13 A. Yes, sir, I do.

14 Q. Were you an observer for the union at that election?

15 A. Yes, sir.

16 Q. All right.

17 Now directing your attention to February of 1966, did
18 you know an employee of Tyler Pipe by the name of A. C.
19 Smith?

20 A. Yes, sir.

21 Q. All right.

22 Now sometime during that month did Mr. Smith ever come
23 to you and ask you to pass out handbills?

24 A. Yes, sir, he did.

25 MR. ECKHARDT: Excuse me. I didn't get the date.

1 MR. GREENE: February of 1966.

2 MR. ECKHARDT: Thank you.

3 Q. (By Mr. Greene) Will you tell us what took place, what
4 occurred, and just all about it?

5 A. Well, at that time I was delivering tap fittings to the
6 yard and putting them in the bins.

7 Well, I was on my way to put up a box of tap fittings
8 and A. C. stopped me on the fork truck and handed me some
9 handbills and told me to just pass them out in the tapping
10 room there.

11 I asked him at that time, you know, would they say any-
12 thing about it, anything like that.

13 Well, A. C. said, "No. Just go ahead and hand them out.
14 There won't be nothing to it."

15 Well, I went on in. It was about three minutes 'til
16 supertime. So I just went in and started laying them out
17 on the machines and handing them out to the men in the tap-
18 ping room.

19 So the foreman caught me and stopped me. Then he told
20 me that it was against company policy to solicitate for
21 the union on company time.

22 Q. Did you stop?

23 A. Yes, sir.

24 Q. All right.

25 A. I threw the rest of them in the trash.

1 Q. All right.

2 Now prior to that time have you ever done any of that
3 kind of solicitation where a foreman or supervisor knew
4 about it?

5 A. No, sir.

6 Q. Now when Mr. Smith came up to you and gave you the
7 handbills and asked you to distribute them were you working?

8 A. Yes, sir.

9 Q. This was on company time, as far as you were concerned?

10 A. Yes, sir.

11 Q. And then after you were warned by your foreman to not
12 do this on company time did you do it any more?

13 A. No, sir.

14 Q. All right.

15 MR. GREENE: That's all.

16 CROSS EXAMINATION

17 Q. (By Mr. Eckhardt) Now this question might sound ridic-
18 ulous to you, Mr. Cook, but do you ever go to the bathroom
19 when you're working out there?

20 A. Yes, sir.

21 Q. You do?

22 A. Yes, sir.

23 Q. How frequently on the average?

24 A. Oh, maybe twice a day.

25 Q. Did you ever talk to Mr. Smith while you were in the

1 A. Yes, sir.

2 Q. Uh-huh.

3 A. He asked me where I had received the handbills.

4 Q. Who did?

5 A. Mr. Hoppe.

6 Q. Mr. Hoppe?

7 A. Yes, sir.

8 Q. Was he one of your supervisors?

9 A. Yes, sir.

10 Q. Uh-huh.

11 A. He was the supervisor over the Production and Finish-
12 ing Department at that time.

13 Q. I see. And he directed the working people in that
14 department?

15 MR. GREENE: We'll stipulate he was a supervisor.

16 MR. ECKHARDT: All right.

17 Q. (By Mr. Eckhardt) And what did Mr. Hoppe ask you?

18 A. Mr. Hoppe asked me where I had received the handbills
19 that I was giving out.

20 Q. Uh-huh.

21 A. And I told him I had received them from A. C. Smith.

22 Q. Uh-huh.

23 A. And he told me that he understood all of that. Then he
24 asked me did I hand out any handbills before, or anything
25 like that, and I told him "No, sir."

1 Q. He said he understood what?

2 A. That I had received them from A. C. Smith?

3 Q. You mean after you told him that?

4 A. No, sir.

5 Q. Well, you told Mr. Hoppe--Mr. Hoppe asked you who had
6 given you those handbills, is that right?

7 A. Yes, sir.

8 Q. And you told him it was A. C. Smith?

9 A. Yes, sir.

10 Q. And what did Mr. Hoppe say then?

11 A. Well, William Nolen is the one that--

12 Q. Well, but what did Mr. Hoppe say then; what did he say
13 next?

14 A. He told me that it was against the company policy to
15 solicitate for the union or any other organization on company
16 time.

17 Q. Uh-huh. All right.

18 Do you know if Mr. Smith was on his working time when
19 he gave you these handbills?

20 A. Yes, sir. We was both on working time.

21 Q. Yes. But you didn't work in that department, did you?

22 A. Well, as I said, we worked close on the field together.

23 Q. Uh-huh.

24 A. In other words, we--

25 Q. Yeah, but you--

1 Q. How do you place it as the 25th?

2 A. Well--

3 Q. Did something else happen at that time?

4 A. Well, it was at 5:30 in the afternoon, you know, on
5 Friday, that I received the handbills from A. C.

6 Q. Uh-huh.

7 A. William Nolen was the leadman over me and he was the
8 one that stopped me from handing the handbills out.

9 Q. He was a leadman?

10 A. Yes, sir. In other words, he was my immediate foreman
11 in the tapping room at the time.

12 Q. And his name was William what?

13 A. William Nolen.

14 Q. Nolen?

15 A. Yes, sir.

16 Q. Was he your supervisor or your leadman?

17 A. He was a leadman.

18 Q. I see.

19 A. He acted as a foreman at the time.

20 Q. Uh-huh. Did you tell him that A. C. had given you the
21 handbills?

22 A. Yes, sir. He asked me where I had received them.

23 Q. He did?

24 A. Yes, sir.

25 Q. And you told him that A. C. gave them to you?

1 Q. What did Mr. Hoppe and Mr. Nolen say on this occasion?

2 A. Well, Mr. Hoppe told me that it was against the company
3 policy to hand out handbills or any kind of literature on
4 company time.

5 Q. Well, they had told you that before, though, on February
6 25th, didn't they?

7 A. That was February 25th that we're talking about.

8 Q. Oh, and you went up on Monday--

9 A. Well, on Friday afternoon, that was when I was handing
10 them out.

11 Q. Yeah.

12 A. Then Monday afternoon, well, that's what Mr. Hoppe told
13 me.

14 Q. Yes, but I was asking you about who asked you to make
15 the statement.

16 MR. GREENE: He's trying to tell you, if you'll let him.

17 Q. (By Mr. Eckhardt) All right. Go ahead, Mr. Cook.

18 A. Mr. Hoppe had me make a statement on Monday afternoon.

19 Q. Well, what do you mean by "had me make a statement"?

20 A. That I had handed out the handbills on company time.

21 Q. Did Mr. Hoppe ask you to make this statement?

22 A. Yes, sir.

23 Q. Did you want to make a statement?

24 A. Yes, sir.

25 Q. Did you tell him you wanted to make a statement?

1 A. I told him I would sign a statement to the fact that I
2 had handed out the handbills on a Friday afternoon.

3 Q. Yeah. But did Mr. Hoppe first ask you if you would make
4 a statement?

5 A. Yes, sir.

6 Q. Uh-huh.

7 A. He asked me if I would make a statement.

8 Q. Well, whose idea was it to make--

9 MR. SEAY: We object to this as repetitious.

10 MR. ECKHARDT: It's not repetitious to me.

11 He's just embarrassed because I'm now getting into some-
12 thing that's he's vulnerable on.

13 MR. SEAY: Well, go ahead.

14 I withdraw the objection.

15 Q. (By Mr. Eckhardt) Tell us whose idea it was for you to
16 make a statement on this matter?

17 A. Mr. Hoppe asked me if I would make a statement, if I
18 would sign a statement stating that I had handed the handbills
19 out on company time.

20 Q. Uh-huh.

21 A. And stating that I had received them from A. C. Smith.

22 Q. Uh-huh.

23 A. I told him, "Yes, sir," that I would.

24 Q. I see.

25 A. This happened on Monday afternoon--

1 Q. I see.

2 A. --previous from the Friday that Nolen stopped me from
3 handing the handbills out.

4 Q. Uh-huh. All right. Then what happened?

5 A. I went on back to work.

6 Q. No, I mean, Mr. Cook, when you were asked to make a
7 statement what happened immediately next?

8 A. Well, I told--

9 Q. How did you make the statement?

10 A. I signed the statement that I had handed the handbills
11 out on company time and had received them from A. C. Smith.

12 Q. Who wrote the statement out?

13 A. Mr. Hoppe wrote it out, William Nolen witnessed it, and
14 I signed it.

15 Q. Uh-huh. Who put down what went in the statement?

16 A. Mr. Hoppe.

17 Q. I see.

18 TRIAL EXAMINER: Did you read it before you signed it?

19 THE WITNESS: Yes, sir.

20 Q. (By Mr. Eckhardt) Was it a typewritten form?

21 A. No, it was just handwritten.

22 MR. GREENE: It was in blue ink.

23 Q. (By Mr. Eckhardt) Had you ever been required to make a
24 statement of this type before?

25 A. No, sir.

1 Q. I see. Did any of your supervisors tell you why it was
2 necessary for you to make this statement?

3 A. Well, Mr. Hoppe told me that it would be protection, on
4 my part, you know, because it was against the company rules
5 and regulations to solicitate on company time.

6 Q. Uh-huh.

7 A. And he said that they would have it on record.

8 Q. I see.

9 A. Then if it happened in the future, why, I would be re-
10 taliated for it.

11 Q. You would be what?

12 A. Terminated.

13 Q. Terminated?

14 A. Yes, sir.

15 Q. Uh-huh. I see.

16 Who did you tell first that A. C. had given you these
17 handbills, Nolen or Hoppe?

18 A. William Nolen.

19 Q. William Nolen?

20 A. Yes, sir.

21 Q. And then when did you tell Hoppe?

22 A. I didn't tell Hoppe.

23 Q. I see.

24 A. William Nolen told Hoppe.

25 Q. Oh, I see.

1 TRIAL EXAMINER: You're excused. Thank you.

2 (Witness excused.)

3 TRIAL EXAMINER: Let's take a five-minute break.

4 (A short recess was taken.)

5 TRIAL EXAMINER: On the record.

6 Would you raise your right hand?

7 Whereupon,

8 LAWRENCE E. CROW

9 was called as a witness by and on behalf of the Respondent

10 and, having been first duly sworn, was examined and testified

11 as follows:

12 TRIAL EXAMINER: Take a seat, please.

13 THE WITNESS: Yes, sir.

14 TRIAL EXAMINER: State your full name and address.

15 THE WITNESS: Lawrence E. Crow, Route 10, Box 286, Tyler,
16 Texas.

17 MR. ECKHARDT: Mr. Examiner, could we have just a minute
18 to get Mr. McCloud back in the room?

19 TRIAL EXAMINER: All right.

20 MR. ECKHARDT: OK.

21 TRIAL EXAMINER: All right, Mr. Greene.

22 DIRECT EXAMINATION

23 Q. (By Mr. Greene) Mr. Crow, by whom are you employed?

24 A. Tyler Pipe and Foundry.

25 Q. In what position?

1 A. I am a maintenance leadman in the North Plant Maintenance
2 Department.

3 Q. All right.

4 What hours do you work?

5 A. 3:00 to 11:00.

6 Q. Is that 3:00 in the afternoon until 11:00 at night?

7 A. Yes, sir.

8 Q. Now do you recall the strike that occurred at the plant
9 back in August of 1966?

10 A. Yes, sir.

11 Q. Would you describe to the Trial Examiner and the Board
12 what, if anything, happened on Thursday of that week as you
13 were leaving the plant?

14 A. Yes, sir. At that time we was working 3:00 to 11:30.
15 Since then it has been changed to 3:00 to 11:00.

16 Q. All right.

17 A. As I was leaving the parking lot it was approximately--
18 oh, it was after 12:00, because I taken a bath in the bath-
19 house.

20 As I started to drive out of the parking lot, why, there
21 was a red and white Buick parked out along on the highway.
22 As I drove down out of the parking lot, well, they said,
23 "There comes one of the do right boys and a scab."

24 Q. Who said that?

25 A. Well, whoever went on the microphone.

1 I think it was this fellow right here.

2 Q. Who is that?

3 A. Mr. McCloud.

4 Q. All right.

5 Now describe this microphone and the car and where it
6 was with reference to your coming out of the gate?

7 A. Well, the car was parked going toward Lindale on Highway
8 69. It was parked between the Snack Bar and the entrance to
9 the parking lot. He had a loud speaker, a PA system, attached
10 to the top of his car.

11 Q. All right.

12 Now how many people were in that car?

13 A. Well, they were standing outside the car there as I come
14 out.

15 Q. Was anybody seated in the car?

16 A. There was a colored gentleman in the car.

17 Q. And there was somebody else standing outside of the car
18 with a microphone?

19 A. That's right. Yes, sir.

20 Q. All right.

21 Was anybody else with you in your car?

22 A. Yes, sir.

23 Q. And who was that?

24 A. Pat Thomas.

25 Q. Was anybody else with you?

1 A. No, sir.

2 Q. All right.

3 Now you came out of the parking lot?

4 A. Yes, sir.

5 Q. How close did you come to this car with the microphone?

6 A. I'd say it was approximately a hundred to a hundred and
7 fifty feet.

8 Q. All right.

9 Now what was first said that attracted your attention
10 over that way?

11 A. Well, because as I come out of the parking lot he was
12 talking. He says, "Here comes one of the do right boys and
13 a scab."

14 Q. Then what happened?

15 A. I drove out of the parking lot, stopped at the stop sign
16 on the highway, then pulled across the median going toward
17 Tyler.

18 They kept pestering me on that thing. When they did,
19 well, I told them to "Go to hell," and I drove on down the
20 highway.

21 Q. All right. Did you hear any more words that were said
22 over the loud speaker?

23 A. I didn't pay no attention to them. I went on down the
24 highway.

25 Q. All right.

1 A. Well, then they pulled on right behind me and followed
2 me down the highway.

3 Q. All right. Then what happened?

4 A. Well, I went on down the highway for approximately a
5 mile or a mile and a half. I could hear them heckling over
6 the loud speaker. Finally I slowed down to where I could
7 hear what they were saying.

8 Q. All right. When you slowed down what was the first thing
9 you heard that you could understand?

10 A. The first thing I heard that I could understand was,
11 "You bald-headed son-of-a-bitch, you haven't got guts enough
12 to stop."

13 Q. All right.

14 A. So I stopped.

15 Q. Was this over the loud speaker?

16 A. Over the loud speaker, yes, sir.

17 Q. All right. And then what happened?

18 A. Well, I stopped.

19 After I stopped, well, I asked him, "What are you going
20 to do about it?"

21 Then I invited them out of the car, but nobody wanted
22 to get out.

23 Q. All right.

24 A. So I drove on down the highway.

25 Q. Did you get out of your car?

1 A. No, sir.

2 Q. Did Pat Thomas?

3 A. No, sir.

4 Q. All right.

5 MR. ECKHARDT: Mr. Examiner, can't the questions be
6 asked to ask the witness what happened next or what was done
7 next instead of leading him?

8 MR. GREENE: I'm just trying to establish that nobody
9 got out of their cars.

10 MR. ECKHARDT: Well, I'm trying to keep you from leading
11 him.

12 MR. GREENE: Well, that would be tough to do.

13 MR. ECKHARDT: I know it. I've found that out.

14 Q. (By Mr. Greene) What about the people in the other car,
15 did they stay in or get out?

16 A. They stayed in the car.

17 Q. All right.

18 MR. ECKHARDT: I object, Mr. Examiner.

19 He's putting words in the witness' mouth.

20 Q. (By Mr. Greene) Then what happened?

21 A. I drove on down the road.

22 Then as I drove on down the road, why, they continued
23 to heckle me and they would try to pull into the car and I
24 would have to pull over to get on around them.

25 Q. All right.

1 A. Well, this continued on down the road until we got to
2 the Union Hall. When we got to the Union Hall down there,
3 why, he pulled across the road and tried to force me off, so
4 I went on around him.

5 As I got approximately to the City Limits, well, they
6 decided to turn and come on back.

7 I went on to the Sheriff's Office then and filed a com-
8 plaint against--well, I didn't file it then. I tried to.
9 They advised me that I would have to wait for them to get a
10 JP out of bed or wait until the next morning.

11 So then I called Mr. Riley out at the plant and talked
12 to him. Then I decided I would wait until the next morning.

13 Q. Who is Mr. Riley?

14 A. He is employed--I think he is the Warehouse Manager at
15 the plant.

16 Q. All right.

17 MR. ECKHARDT: He is a warehouse man?

18 TRIAL EXAMINER: "Manager" is what he said.

19 THE WITNESS: Yes, sir.

20 MR. ECKHARDT: All right.

21 Q. (By Mr. Greene) All right. Did you later file a com-
22 plaint?

23 A. At approximately 8:00 o'clock the next morning, why, I
24 went out and talked to Mr. Dave McKie at the plant.

25 Then they accompanied me, Mr. Dave McKie and Mr. Earl

1 Davis, and we went down to the Criminal District Attorney
2 and I filed a charge against Mr. McCloud for abusive language.

3 Q. All right.

4 Now did this later go to a hearing?

5 A. Yes, sir, before the JP Court.

6 Q. And what was the result of that hearing?

7 A. "Not guilty."

8 MR. ECKHARDT: Pardon?

9 MR. GREENE: "Not guilty."

10 MR. ECKHARDT: Thank you.

11 Q. (By Mr. Greene) Now when you were leaving the plant did
12 you say anything to the man with the microphone in his hand
13 before--

14 A. Yes, sir.

15 Q. No. --before he started talking to you?

16 A. No, sir.

17 MR. ECKHARDT: I object to patching up the witness'
18 testimony when he doesn't say what the Counsel wants him to
19 say.

20 MR. GREENE: I'm not patching it up.

21 MR. ECKHARDT: Well, excuse me.

22 Mr. Examiner, I object to leading the witness.

23 TRIAL EXAMINER: I think it's leading and suggestive.

24 I think you ought to rephrase your question.

25 Q. (By Mr. Greene) When you left the plant that night what

1 MR. ECKHARDT: OK. All right.

2 Q. (By Mr. Eckhardt) Now you talked to Mr. Earl Davis be-
3 fore you went to the District Attorney, didn't you?

4 A. I talked to Mr. Earl Davis and to Mr. Dave McKie. Yes,
5 sir.

6 Q. Did one of those gentlemen suggest you file a complaint?

7 A. No, sir.

8 Q. They didn't?

9 A. No, sir.

10 Q. Did they think you shouldn't file a complaint?

11 A. No, sir.

12 Q. Uh-huh.

13 A. They didn't say I should file a complaint and they didn't
14 say I shouldn't file a complaint.

15 Q. Well, whose idea--

16 A. They said it was up to me.

17 Q. Whose idea--

18 A. Mine.

19 Q. Well, now may I finish the question before you answer?

20 MR. SEAY: Now just let him finish his answer.

21 We're going to object to him interrupting these witnesses.

22 TRIAL EXAMINER: All right. Go ahead.

23 THE WITNESS: It was my idea to file the charges.

24 Q. (By Mr. Eckhardt) I see.

25 A. And I filed them.

IN THE
UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 21,928
INTERNATIONAL MOLDERS & ALLIED WORKERS UNION, AFL-CIO, *Petitioner*,
v.
NATIONAL LABOR RELATIONS BOARD, *Respondent*
and
TYLER PIPE & FOUNDRY COMPANY, *Intervenor*

No. 22,002
NATIONAL LABOR RELATIONS BOARD, *Petitioner*,
v.
TYLER PIPE & FOUNDRY COMPANY, *Respondent*.

United States Court of Appeals
for the District of Columbia Circuit

FILED FEB 7 1969

No. 22,263

Nathan J. Paulson
CLERK

TYLER PIPE & FOUNDRY COMPANY, *Petitioner*,
v.
NATIONAL LABOR RELATIONS BOARD, *Respondent*,
and
INTERNATIONAL MOLDERS & ALLIED WORKERS UNION, AFL-CIO, *Intervenor*.

PETITION TO REVIEW AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

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1 Q. It was initially your idea to file a complaint, is that
2 right?

3 A. Yes, sir.

4 Q. Uh-huh.

5 A. I went down that night to file a complaint and the man
6 in the Sheriff's Office down there told me I could file it
7 that night by getting the JP out of bed and bringing him
8 down there, but that I would have to file it with him.

9 Q. Uh-huh.

10 A. So I waited until the next morning.

11 Q. Had you ever been called an "S.O.B." before this?

12 A. By who?

13 MR. GREENE: Object.

14 Q. (By Mr. Eckhardt) By anybody?

15 A. Yeah.

16 Q. Did you file a complaint in that case?

17 A. I sure did.

18 Q. Uh-huh. And when was this?

19 A. In 1946.

20 Q. And what was the resolution of that dispute?

21 MR. GREENE: Object.

22 MR. ECKHARDT: I think it's important, Mr. Examiner, to--

23 MR. GREENE: The resolution of it?

24 MR. ECKHARDT: I think it's important to show what hap-
25 pened--

1 You just asked him.

2 THE WITNESS: Nobody told me.

3 MR. ECKHARDT: Well, let me, if the witness can't remember
4 what I asked him--

5 Q. (By Mr. Eckhardt) Who suggested--

6 TRIAL EXAMINER: Just a minute.

7 THE WITNESS: I answered your question.

8 TRIAL EXAMINER: Just a minute, please.

9 You just answer the questions.

10 Don't you instruct the attorney. I'll take care of that.

11 THE WITNESS: All right, sir.

12 Q. (By Mr. Eckhardt) Did Whit Riley suggest that you file
13 a complaint?

14 A. Whit Riley suggested I come to the plant the next morning
15 and talk to Mr. McKie about it.

16 Q. Did he say why you should do that?

17 A. No, sir.

18 Q. Had you been told by any of your superiors at Tyler Pipe
19 and Foundry Company that you should report any misconduct by
20 the strikers?

21 A. They put on the bulletin board that the employees would
22 be protected during the strike, yes, sir.

23 Q. Would be protected?

24 A. Yes, sir.

25 Q. All right. And that's why you went to your superiors?

1 A. Yes, sir.

2 Q. For protection?

3 A. Yes, sir.

4 Q. And what did you discuss with Mr. Dave McKie concerning
5 this incident?

6 A. I discussed with Mr. Dave McKie concerning this incident
7 that it would be detrimental to the company for me to file
8 these charges.

9 Q. You discussed with him that it would be detrimental?

10 A. No.

11 Q. Would you sit up? I can't hear you very well.

12 A. I discussed with Mr. McKie whether it would put the com-
13 pany in jeopardy for me to file a complaint.

14 Q. And what did he say?

15 A. He said it wouldn't.

16 Q. Did he say "go ahead and do it?"

17 A. If I wanted to, yes, sir.

18 Q. Did he go down there with you?

19 A. Yes, sir.

20 Q. Uh-huh. All right.

21 Did you go in his car?

22 A. No, sir. I went in my car.

23 Q. Uh-huh. Did you ask him to go with you?

24 A. No, sir.

25 Q. Did he volunteer to go with you?

1 A. Yes, sir.

2 Q. And did any other company supervisors go with you?

3 A. Mr. Earl Davis.

4 Q. Uh-huh. All right.

5 Well, what did Mr. Davis say about the matter of Mr.
6 McCloud calling you a name?

7 A. Well, I don't recall that he said anything.

8 Q. He didn't say anything?

9 A. No.

10 Q. Do you know why he joined you to go down there?

11 A. I have no idea.

12 Q. Uh-huh. I see.

13 Did you make a statement to any of your superiors con-
14 cerning this incident?

15 A. Yes, sir.

16 Q. When did you make that statement?

17 A. On the morning of the 18th.

18 Q. Uh-huh. And have you read that over several times since
19 you made it?

20 A. Yes, sir, I have.

21 Q. Uh-huh.

22 A. I've read it.

23 Q. When was the last time you read it over?

24 A. It was about-- I don't know what time it is now. It
25 was about 2:00 o'clock, I imagine.

1 Q. Uh-huh. All right.

2 Now what you've testified here is consistent with what
3 you put in your statement, is that right?

4 A. To the best of my memory and knowledge, yes, sir.

5 Q. All right.

6 MR. ECKHARDT: May I have that statement, Mr. Greene?

7 MR. GREENE: No, I'm not going to produce that statement.

8 MR. ECKHARDT: May I have a subpoena, Mr. Davis?

9 TRIAL EXAMINER: Oh, come on. Let him have it.

10 MR. GREENE: Well, what does he need the statement for?

11 TRIAL EXAMINER: Well, he wants to see the statement.

12 Let him have it.

13 MR. GREENE: All right.

14 MR. ECKHARDT: May I have a moment to read this?

15 TRIAL EXAMINER: Yes. Off the record.

16 (Discussion off the record.)

17 TRIAL EXAMINER: Let's go on the record.

18 Q. (By Mr. Eckhardt) Now, Mr. Crow, after you say you
19 stopped your car and after you say Mr. McCloud called you
20 "a bald-headed S.O.B.," did you suggest that the two of you,
21 you and McCloud, go to the Sheriff's Office?

22 A. Yes, sir.

23 Q. You did?

24 A. Uh-huh.

25 Q. Uh-huh. I see.

1 Now how long did you stop there on the side of the road?

2 A. I have no idea.

3 Q. Uh-huh. Are you sure you stopped, or did you slow down?

4 A. I stopped.

5 Q. Uh-huh. What was Mr. McCloud doing at that time?

6 A. He was in his car.

7 Q. Next to you?

8 A. Yes, sir.

9 Q. Uh-huh. I see.

10 Well, he wasn't blocking you, was he?

11 A. No.

12 Q. All right. Thank you.

13 Was McCloud's car extended across the highway in both
14 the left and right lanes?

15 A. He was parked at an angle to my front fender.

16 Q. But he wasn't blocking you?

17 A. No, sir. He wasn't blocking me because I was off of the
18 highway.

19 Q. I see. You could have gone on if you had wanted to?

20 A. Uh-huh.

21 Q. Right?

22 A. I did go on.

23 Q. I see. And then what happened next?

24 A. Well--

25 Q. Did Mr. McCloud pass you?

1 A. Yes, sir.

2 Q. Did he try to stop you?

3 A. Yes, sir.

4 Q. He did?

5 A. Yes, sir.

6 Q. How did he try to stop you?

7 A. By pulling into me, trying to crowd me off the highway.

8 Q. But you didn't let him?

9 A. No, sir.

10 Q. And that happened several times?

11 A. It sure did.

12 Q. And then you went on to town?

13 A. Yes, sir.

14 Q. Was there any particular reason for your calling Whit
15 Riley from the Sheriff's Office?

16 A. Yeah. Just like I said a while ago, I didn't want to
17 get the company in trouble by filing a complaint against him.

18 Q. Against who?

19 A. Mr. McCloud.

20 Q. Do you mean that you thought that might get the company
21 into trouble?

22 A. Well, I didn't know what it might do.

23 Q. Uh-huh.

24 A. No, I sure didn't.

25 Q. Uh-huh. I see.

1 What did you say to Mr. Riley when you called him?

2 A. I told Mr. Riley what the Deputy Sheriff had told me.

3 Q. Uh-huh.

4 A. Then he suggested that I come and talk to Mr. McKie the
5 next morning.

6 Q. But didn't you ask Mr. Riley what you should do?

7 A. Yes, sir.

8 Q. Uh-huh. And what did Mr. Riley tell you?

9 A. He suggested that it would be best to wait and talk to
10 Mr. McKie the next morning.

11 Q. And did he say what you were to talk to Mr. McKie about?

12 A. About filing a charge.

13 Q. Uh-huh. I see.

14 Now was Mr. Whit Riley your supervisor at the time?

15 A. No, sir.

16 Q. What was Mr. Whit Riley's position with the company at
17 that time?

18 A. When I called out there Mr. Whit Riley, I think, was in
19 charge of the Security Guard out there on patrol that night.

20 Q. I see. Uh-huh.

21 Now had any one of your superiors told you to call Riley
22 in case this happened?

23 A. No, sir.

24 Q. I see. Was Mr. Riley one of those who was designated
25 by the company to protect you during the strike?

1 A. As far as I know, yes, sir.

2 Q. Uh-huh. All right.

3 Now I invite your attention to page 3 of the affidavit.

4 A. Yeah.

5 Q. Now follow along with me, please, at this point.

6 MR. SEAY: Mr. Examiner, may we see his exhibit there,
7 please?

8 MR. ECKHARDT: Yes. Do you want to see it first before
9 I continue?

10 MR. SEAY: Yes. I'd like to look at it.

11 MR. ECKHARDT: Well, could I ask the question, or do you
12 want to look at it before?

13 TRIAL EXAMINER: Yeah. Why don't you ask the question;
14 then you can show him that part.

15 MR. SEAY: All right.

16 MR. GREENE: Go ahead.

17 MR. ECKHARDT: All right.

18 Q. (By Mr. Eckhardt) Now would you read along with me,
19 Mr. Crow, from the third page of your affidavit?

20 A. Yeah.

21 Q. "I called Dave McKie the next morning and came to the
22 plant."

23 A. Yes.

24 Q. Did you tell the Board agent that?

25 A. Yes.

1 Q. And is that true and correct?

2 A. Yes, sir.

3 Q. Uh-huh. All right.

4 TRIAL EXAMINER: Now let him see that.

5 MR. ECKHARDT: Oh, yes.

6 Q. (By Mr. Eckhardt) So your memory is now clear that you
7 did call Dave McKie the next morning?

8 A. Yes, sir.

9 Q. And what did you say to Mr. McKie?

10 A. The next morning?

11 Q. Yes. Yeah, that's what I'm talking about.

12 A. I went out there and asked Mr. McKie what he thought,
13 would it be any problem with the company if I filed charges.

14 Q. Uh-huh.

15 A. Would it put them in any jeopardy in any way with their
16 case with the union if I filed the charge.

17 Q. And what did Mr. McKie say?

18 A. He said "no."

19 Q. Would you have filed a charge anyway if Mr. McKie hadn't
20 said what he did?

21 A. If Mr. McKie would have thought it would put the company
22 in any jeopardy by me filing the charges, well, I would not.

23 Q. I see.

24 A. No, I would not have filed it.

25 Q. Uh-huh. I see.

1 TRIAL EXAMINER: How did it come about that Mr. McKie
2 and Mr. Davis went with you to file the charges?

3 THE WITNESS: I don't know, sir.

4 TRIAL EXAMINER: Did you suggest that they go with you?

5 THE WITNESS: No, sir. I didn't suggest that they go
6 with me.

7 TRIAL EXAMINER: And you don't remember how it came
8 about that they went with you?

9 THE WITNESS: Well, I presume that they wanted to go
10 with me.

11 TRIAL EXAMINER: I see. Did they tell you, "We'll go
12 with you"?

13 THE WITNESS: Yes, sir.

14 TRIAL EXAMINER: I see. All right.

15 Did they go with you?

16 THE WITNESS: I beg your pardon?

17 TRIAL EXAMINER: Did they go with you?

18 THE WITNESS: Yes, sir. They did.

19 Q. (By Mr. Eckhardt) Now do you remember everything that
20 Mr. McCloud said before you told him to "go to hell"?

21 A. Yes, sir.

22 Q. What did he say?

23 A. He just said--

24 Q. Would you go over that again?

25 A. He said, "There comes one of the do right boys and a

1 scab."

2 Q. Well, didn't he also ask you how it felt to scab on a
3 fellow employee?

4 A. I don't recall.

5 Q. You don't--

6 A. He might have said that. I don't recall.

7 Q. And didn't Mr. McCloud also say something to the effect
8 "Here comes two good men. Why don't you come on out and
9 join us?"

10 A. I don't know.

11 Q. He may have said that?

12 A. He may have.

13 Q. Uh-huh. You just don't recall?

14 A. No.

15 Q. Uh-huh. All right.

16 So that being back in last August, August of 1966, you
17 couldn't possibly remember everything that was said, could
18 you?

19 A. No, sir.

20 Q. Uh-huh.

21 A. I don't think anybody could.

22 Q. Uh-huh. I see.

23 Now which statement did you give first, Mr. Crow, the
24 one to the company or the one to the Labor Board agent, Mr.
25 Frank Cleveland?

1 A. The one to the company.

2 Q. And that was dated about what date?

3 A. Well, you've got--

4 Q. About what date?

5 A. Well, you have it there.

6 TRIAL EXAMINER: Is the date on there?

7 MR. ECKHARDT: Yes.

8 Q. (By Mr. Eckhardt) About how long after the incident
9 did you make a statement to the company?

10 A. The next morning.

11 Q. Oh, the next morning?

12 A. Yes, sir.

13 Q. And does the company have that in their file, as far as
14 you know?

15 A. As far as I know they do.

16 Q. I see.

17 A. I don't know.

18 MR. ECKHARDT: Can we have that statement, Mr. Greene?

19 MR. GREENE: Which one?

20 MR. ECKHARDT: The one he gave to the company the next
21 morning after the incident.

22 Q. (By Mr. Eckhardt) August the 18th, is that the date?

23 A. Yes, sir.

24 MR. ECKHARDT: You gave me the one of September 15th
25 here.

1 MR. GREENE: All right.

2 MR. ECKHARDT: Yeah.

3 MR. GREENE: The other one is a little bit more detailed.

4 Q. (By Mr. Eckhardt) Well, did you give a second--

5 MR. GREENE: I might say that I'm not going to continue
6 to do this through this trial.

7 I'm trying to speed things along and not create any
8 unreasonable delay. But I'm taking the position that he is
9 not entitled to these statements.

10 TRIAL EXAMINER: Well--

11 MR. GREENE: I'm trying to cooperate as best I can, but
12 I'm not going to do this in regard to every one of these
13 witnesses.

14 TRIAL EXAMINER: Well, we'll cross those bridges when
15 we get to them.

16 MR. GREENE: Yes, that's right.

17 Q. (By Mr. Eckhardt) Did you give a second statement to
18 the company concerning this incident, Mr. Crow?

19 A. Yes, sir.

20 Q. Uh-huh. And when did you give your second statement to
21 the company?

22 A. You have it there, sir.

23 TRIAL EXAMINER: Well, never mind. He's asking you.

24 THE WITNESS: Well, I don't know, sir.

25 TRIAL EXAMINER: Well, say so.

1 THE WITNESS: Yes, sir.

2 Q. (By Mr. Eckhardt) About how long after the first one
3 of August the 18th, 1966, was it before you gave a second
4 statement to the company?

5 A. I don't know, sir.

6 Q. Uh-huh. I see.

7 Did you talk to a company lawyer between the time of
8 the first statement and the time of the second statement,
9 Mr. Crow?

10 A. No, sir.

11 Q. You didn't?

12 A. No, sir.

13 Q. All right. Do you know why it was necessary to give
14 two statements to the company?

15 A. No, sir.

16 Q. I see.

17 TRIAL EXAMINER: Who took the second statement?

18 THE WITNESS: Mr. McKie.

19 Q. (By Mr. Eckhardt) How was it taken; did Mr. McKie write
20 it out for you?

21 A. No, sir. Mr. McKie didn't write it out for me.

22 Q. How was it taken?

23 A. I gave it to his secretary.

24 Q. Uh-huh. Did you dictate it to his secretary?

25 A. Yes, sir.

1 Q. I see.

2 TRIAL EXAMINER: Was Mr. McKie present?

3 THE WITNESS: Yes, sir.

4 TRIAL EXAMINER: And he kept asking questions while you
5 were dictating?

6 THE WITNESS: No, sir.

7 TRIAL EXAMINER: You just dictated it?

8 THE WITNESS: That's right.

9 MR. GREENE: I'm going to object.

10 I'd like to have the basis upon which we're going into
11 all of this stated in the record.

12 TRIAL EXAMINER: Oh, it's just a question upon his
13 credibility.

14 MR. GREENE: Well, I'd like a ruling as to why it's the
15 Trial Examiner's opinion that the General Counsel is entitled
16 to the statements taken by the company from this man back in
17 August.

18 TRIAL EXAMINER: Oh, that's in the record.

19 The witness testified that at 2:00 o'clock he used it to
20 refresh his memory.

21 MR. GREENE: He used the one that I gave to Mr. Eckhardt,
22 and not this one.

23 TRIAL EXAMINER: Well, this second one you gave to him
24 without my requesting it.

25 MR. GREENE: Well, you indicated when I made the comment

1 A. Yes, sir.

2 Q. And then you signed it?

3 A. Yes, sir.

4 Q. All right.

5 Now if there had been someone there at the Sheriff's
6 Department to take your complaint, Mr. Crow, you would have
7 filed it, isn't that right?

8 A. Yes, sir.

9 Q. Uh-huh. You wouldn't have had to go to Mr. McKie,
10 would you?

11 A. No, sir.

12 Q. The only reason you went to Mr. McKie, then, was because
13 there was nobody there to take your complaint?

14 A. No, sir.

15 Q. What?

16 A. No, sir.

17 Q. "No, sir" what?

18 A. I went to Mr. McKie to talk to him about filing the
19 complaint.

20 Q. So then you wouldn't have filed it until you talked to
21 Mr. McKie?

22 A. Yes, sir. If the JP had been there, why, I would prob-
23 ably have filed it there that night.

24 Q. Uh-huh. But he wasn't there?

25 A. No, sir.

1 Q. So then you talked to Mr. McKie?

2 A. Yes, sir.

3 Q. But you were afraid of what--at least you were concerned
4 about what it would do to the company for you to file a
5 complaint against Mr. McCloud, is that right?

6 A. Right.

7 Q. And you didn't want to hurt the company?

8 A. Right.

9 Q. Uh-huh. I see.

10 But you would have hurt the company had the man been
11 there to take your complaint, wouldn't you?

12 A. I probably would have.

13 Q. Yes. Uh-huh.

14 MR. ECKHARDT: Mr. Examiner, a reading of all three of
15 the statements--the two that he made to the company and the
16 one that he made to the Board--indicates that he has given
17 three different statements on three different occasions.

18 Now I think I should be permitted to argue the variance
19 between the three statements, and I now offer them.

20 MR. GREENE: Let's put them all in the record.

21 MR. ECKHARDT: Pardon?

22 MR. GREENE: Let's put them all in the record.

23 MR. ECKHARDT: Yes. All right.

24 TRIAL EXAMINER: You don't object to that procedure?

25 MR. GREENE: No objection.

1 TRIAL EXAMINER: OK.

2 MR. ECKHARDT: At this time I offer GC 62 for identifica-
3 tion, and GC 64 for identification, in evidence.

4 TRIAL EXAMINER: Any objection?

5 MR. GREENE: No objection.

6 TRIAL EXAMINER: They are received in evidence with the
7 stipulation that any discrepancies between the statements
8 may be argued by both Counsel.

9 (The documents above-referred to,
10 heretofore marked General Coun-
11 sel's Exhibits Nos. 62 and 64,
12 were received in evidence.)

13 MR. ECKHARDT: No further questions of this witness.

14 MR. GREENE: I have one or two more.

15 TRIAL EXAMINER: All right.

16 REDIRECT EXAMINATION

17 Q. (By Mr. Greene) Mr. Crow, in answer to some questions
18 propounded by Mr. Eckhardt you testified that there was a
19 special patrol that patrolled your house the following night
20 after the incident?

21 A. Yes, sir.

22 Q. What caused that to come about?

23 A. Well, after i came back to work the next afternoon, why,
24 my wife had gotten some phone calls wanting to know what kind
25 of car I drove and what time I came home, and said that I
might not make it home.

1 Well, she was concerned about my family. I mean, she
2 was concerned about her and the children.

3 So I told my supervisor and he, in turn, called Mr.
4 McKie. He come up to the plant, then, and we talked it over
5 and decided it would be best to have a patrol put out there
6 in case someone tried to harm my family.

7 MR. GREENE: That's all.

8 MR. ECKHARDT: I have one further question,

9 TRIAL EXAMINER: All right.

10 RECROSS EXAMINATION

11 Q. (By Mr. Eckhardt) Do you know if this procedure has
12 ever been followed, Mr. Crow, in any other case involving
13 any employee of Tyler Pipe and Foundry Company?

14 A. No, sir. I do not.

15 Q. You do not?

16 A. No, sir.

17 MR. ECKHARDT: No further questions.

18 TRIAL EXAMINER: All right. You're excused.

19 (Witness excused.)

20 MR. GREENE: Thank you, Mr. Crow.

21 MR. ECKHARDT: Thank you, Mr. Crow.

22 TRIAL EXAMINER: Let me compliment you, Mr. Eckhardt.

23 By getting that stipulation with regard to the affidavits you
24 saved time.

25 MR. ECKHARDT: Thank you.

1 TRIAL EXAMINER: All right. Will you raise your right
2 hand?

3 Whereupon,

4 PATRICK ALLEN THOMAS

5 was called as a witness by and on behalf of the Respondent,
6 and having been first duly sworn, was examined and testified
7 as follows:

8 TRIAL EXAMINER: Take a seat, please, and state your full
9 name and address.

10 THE WITNESS: Patrick Allen Thomas, 406 West Oakwood,
11 Tyler, Texas.

12 DIRECT EXAMINATION

13 Q. (By Mr. Greene) Now, Mr. Thomas, during the summer of
14 1966, were you employed by Tyler Pipe?

15 A. Yes, sir.

16 Q. In what capacity?

17 A. As a laborer, by status in the North Plant.

18 Q. Are you presently employed by Tyler Pipe?

19 A. No, sir.

20 Q. All right.

21 Now do you recall the strike that occurred in August
22 of 1966?

23 A. Yes, sir.

24 Q. And do you recall the evening of August the 18th, 1966,
25 as you were leaving the plant?

1 A. Yes, sir.

2 Q. Would you describe who you were with and just exactly
3 what took place at that particular time?

4 A. I arrived at the plant about 12:00 o'clock.

5 Q. Was this at night or in the daytime?

6 A. At night.

7 Q. All right.

8 A. I arrived at the plant about 12:00 o'clock at night to
9 pick up Mr. Crow, whose car I was driving, and I went to
10 Gate No. 2 at the North Plant.

11 I picked him up. He got into the driver's seat and I
12 was in the right-hand passenger side. We then started to
13 leave the plant.

14 As we started out the plant gates there was a car with
15 a loud speaker mounted on it.

16 Well, whoever was operating the loud speaker proceeded
17 to tell us not to go back to work, asked us to come on and
18 help them, not to go back in there.

19 Then as we turned on out to the highway and started down
20 the highway, well, just about the time we made the turn Mr.
21 Crow told these people to "go to hell."

22 Q. All right.

23 Then what happened?

24 A. Then we proceeded on down the highway.

25 Q. All right.

1 A. About a half a mile down the highway Mr. Crow remarked
2 that they were following us. I had not noticed it up until
3 this time.

4 I looked back then, and the car with the loud speaker
5 mounted on it was coming up behind us pretty fast. It was
6 gaining on us. We were going about sixty.

7 As they got closer they started talking on the loud
8 speaker again. However, we were going pretty fast and, with
9 the wind and so forth, I couldn't hear the words distinctly,
10 what they were saying. I could not repeat any of the words
11 they were saying.

12 Q. But something was being said on the loud speaker?

13 A. Yes, sir.

14 Q. All right. Then what happened?

15 A. Then as we went on down the highway this car pulled up
16 next to us.

17 Incidentally, they had their lights on bright the whole
18 time they were behind us.

19 Q. All right.

20 A. They were just almost on our bumper.

21 Q. All right.

22 A. The car pulled up beside us and from time to time would
23 swerve over our way as if to try to force us off the road.

24 Q. All right.

25 A. At that time the loud speaker was still going, but I

1 couldn't hear what they were saying.

2 Q. All right. Go ahead.

3 A. It was pretty dangerous.

4 Then Mr. Crow started to slow his car down, and, as he
5 slowed the car down, they began to talk out the window to us.
6 He opened a window between the two cars, the man at the wheel
7 did, and this was strictly--well, it was not with the loud
8 speaker this time.

9 Q. All right.

10 A. He was calling Mr. Crow names. He called him a "son-of-
11 a-bitch" and a "bald-headed bastard."

12 Q. All right.

13 A. And he called him other names which I do not recall.

14 Q. OK.

15 A. Then we slowed down and came to a complete stop.

16 There was then a similar exchange, the same names called
17 as well as other names called.

18 Q. All right.

19 A. The man behind the wheel, who was a white man, --there
20 was a colored man seated on the right-hand side--said, "Come
21 on and get out and we'll settle this."

22 Mr. Crow said, "That's fine with me."

23 But then nothing happened.

24 Q. All right.

25 A. Since this was more or less the end of the exchange

1 Mr. Crow, after a minute or so, started his car again and
2 started to go down the highway.

3 The other car proceeded to follow us. Then it pulled
4 around us and in front of us. At this time I took down the
5 license plate number.

6 About this time also Mr. Crow indicated that he intended
7 to seek a warrant against these men, or he intended to at
8 least go to the police and tell them about it. So I took
9 down their license plate number.

10 We proceeded about a half a mile or so down the highway
11 and then they turned back. They turned around on the high-
12 way and went back toward the plant.

13 Q. All right.

14 A. Then we went on into town.

15 Q. OK.

16 A. He let me off at my house.

17 Q. All right.

18 A. Then at this time he said he was going to swear out a
19 warrant against them.

20 Q. All right.

21 Now approximately how far did you all travel from the
22 plant until you stopped the car the first time?

23 A. Three or four miles.

24 Q. All right.

25 Then Mr. Crow started back up after both cars had stopped,

1 is that right?

2 A. Yes, sir.

3 Q. How far did you travel then until this car passed you?

4 A. Approximately a half a mile, maybe as much as a mile.

5 MR. GREENE: That's all.

6 TRIAL EXAMINER: You may inquire.

7 CROSS EXAMINATION

8 Q. (By Mr. Eckhardt) Could you describe this white man,
9 who was in this car, that made these remarks, what he looked
10 like?

11 A. The physical description?

12 Q. Yeah.

13 A. He was on the far side of the car. I could not describe
14 him distinctly.

15 He appeared to be of medium to short height, to be fairly
16 slim, and he had dark hair.

17 Q. Uh-huh.

18 A. This was all I could see of him.

19 Q. I see. Uh-huh.

20 You don't clearly remember exactly what he looked like?

21 A. No. It was dark and I could not identify him.

22 Q. Uh-huh.

23 A. I could just tell he was white.

24 Q. All right.

25 So even if you saw him again-- If you saw the man again

1 you couldn't say that that was the man that was in that car?

2 A. No, I don't think so.

3 Q. Uh-huh.

4 TRIAL EXAMINER: When the remarks were first made by
5 this man, the first remarks that were made as you started to
6 leave, where was he?

7 THE WITNESS: The car with the loud speaker on it was
8 to the left of the gate. It was almost even with the South
9 Plant Snack Bar alongside the road.

10 TRIAL EXAMINER: The man was alongside the road, you
11 say?

12 THE WITNESS: I saw a man standing next to the car on
13 the driver's side.

14 TRIAL EXAMINER: On the driver's side?

15 THE WITNESS: Yes.

16 TRIAL EXAMINER: Was he using the loud speaker, or don't
17 you know?

18 THE WITNESS: I don't know.

19 TRIAL EXAMINER: You don't know which man was using the
20 loud speaker?

21 THE WITNESS: No, sir.

22 TRIAL EXAMINER: You say one man was outside the car?

23 THE WITNESS: Uh-huh.

24 TRIAL EXAMINER: Was another man inside the car?

25 THE WITNESS: I could not see anyone inside the car at

1 that time.

2 TRIAL EXAMINER: At the time all you saw was one man?

3 THE WITNESS: Yes.

4 TRIAL EXAMINER: And do you know whether it was a white
5 man or a colored man?

6 THE WITNESS: This was a white man.

7 TRIAL EXAMINER: You had a clear view of him?

8 THE WITNESS: Yes.

9 TRIAL EXAMINER: But you could not identify him?

10 THE WITNESS: No, not at that distance.

11 TRIAL EXAMINER: Why, because of the distance?

12 THE WITNESS: It was across--approximately two-thirds
13 of the way across the highway.

14 I could just see that he was a white man, his approxi-
15 mate height, and so forth. However, I couldn't identify his
16 face.

17 TRIAL EXAMINER: How far were you, to place it in feet?

18 THE WITNESS: Oh, 70 or 75 feet.

19 TRIAL EXAMINER: Thank you.

20 Q. (By Mr. Eckhardt) Do you know whether the car that the
21 white man was driving was a Buick or an Oldsmobile?

22 A. No, I don't.

23 Q. Uh-huh. I see.

24 Would you know what model the car was?

25 A. Oh, no, I--

1 Q. Do you know what model car, what year it was?

2 A. No. As a matter of fact, it appeared to me more like
3 a Plymouth.

4 Q. Oh, more like a Plymouth?

5 A. And I think it was red and white.

6 Q. Uh-huh.

7 A. But I don't know what model, what year it was.

8 Q. I see. Well, do you know whether it was a two-door or
9 a four-door?

10 A. No, I don't remember.

11 Q. Uh-huh. All right.

12 Now I believe you testified, Mr. Thomas, that to the
13 best--well, I don't know if you said "to the best of my
14 recollection" or not.

15 As I remember your testimony, Mr. Thomas, you said--
16 Isn't it a fact that you said that the white man, who was
17 talking through the loud speaker, said something about--
18 suggested that you not go to work and that you should help
19 the strikers?

20 A. Yes, sir.

21 Q. Uh-huh. All right.

22 Now do you recall whether or not this white man, speaking
23 through the PA system, said something to the effect, "Here
24 comes two good men. Why don't you come on out and join us?"

25 Is that approximately how it was said by the white man?

1 A. I don't--

2 Q. To the best of your recollection?

3 A. I don't remember the first part of it at all.

4 Q. You wouldn't remember whether he said that exactly, or
5 whether he said something else?

6 A. No, I wouldn't.

7 Q. I see.

8 TRIAL EXAMINER: Do you remember the second part, where
9 he said, "Come on out and help us?"

10 THE WITNESS: This is substantially what he said.

11 Q. (By Mr. Eckhardt) Do you recall anybody using the word
12 "scab" before or after Mr. Crow told someone to "go to hell"?

13 A. No, I don't think so.

14 Q. Uh-huh. You don't know, or do you recall clearly
15 whether or not Mr. McCloud, or the white man in the car, used
16 the word "scab" before Mr. Crow told the white man and the
17 colored man to "go to hell"?

18 A. No.

19 Q. You don't recall?

20 A. No.

21 Q. Could that have been said?

22 A. I don't recall.

23 Q. I see. You just don't recall?

24 A. I don't recall.

25 TRIAL EXAMINER: You never heard the word "scab" used?

1 THE WITNESS: Yes.

2 TRIAL EXAMINER: Is that what you're saying?

3 THE WITNESS: I had heard it used, but not at that time.

4 TRIAL EXAMINER: Not at that time?

5 THE WITNESS: Yes.

6 TRIAL EXAMINER: Not that night?

7 THE WITNESS: No, I don't recall it being used.

8 Q. (By Mr. Eckhardt) Well, do you recall the white man in
9 the car that you saw making the remark, "How does it feel to
10 scab on a fellow employee;" do you recall that remark being
11 made by the white man in the car?

12 A. No.

13 Q. Uh-huh. I see.

14 Could you point out Mr. McCloud in this courtroom today?

15 A. No.

16 Q. I see. You don't know whether this is Mr. McCloud?

17 A. No, I do not.

18 Q. Uh-huh. All right. Now I believe it is--

19 TRIAL EXAMINER: Well, let's go one step further.

20 MR. ECKHARDT: All right.

21 TRIAL EXAMINER: Do you know whether this is the white
22 man that you referred to in your testimony?

23 THE WITNESS: No, sir, I don't.

24 TRIAL EXAMINER: All right.

25 THE WITNESS: May I clarify myself?

1 TRIAL EXAMINER: Yes.

2 THE WITNESS: I know who he is now.

3 I would not have known, however, from what I knew at
4 that time.

5 TRIAL EXAMINER: Very good.

6 Q. (By Mr. Eckhardt) Now is it possible that Mr. Crow didn't
7 actually stop his car after this "go to hell" remark?

8 A. No. We did stop the car.

9 Q. Oh, you did stop?

10 A. He did stop.

11 Q. Well, what was the first thing that was said after the
12 car was stopped, Mr. Thomas, and by whom, if you recall?

13 A. (No response.)

14 Q. If you don't recall, well, well and good.

15 A. I do not recall who said what first.

16 Q. Uh-huh.

17 A. Or specifically what it was.

18 Q. Uh-huh. I see.

19 Can you remember exactly what was said before Mr. Crow
20 told the white man and the colored man in the car to "go to
21 hell"?

22 A. (No response.)

23 Q. Do you know exactly what was said immediately before that
24 remark by Mr. Crow?

25 A. Just what I have repeated before.

1 Q. And what was that?

2 A. They said--and these were remarks similar to what I had
3 heard from going in and leaving the plant in the days before--
4 that, "Come on and help us. Don't go back in there. You're
5 not helping us any."

6 Q. Uh-huh. All right.

7 Now you used the word "bastard"?

8 A. Yes.

9 Q. Are you certain that that word was used by anybody?

10 A. Yes, sir.

11 Q. Uh-huh. Do you know if it was used before or after the
12 remark "go to hell"?

13 TRIAL EXAMINER: Well, he's testified it was afterwards.

14 MR. ECKHARDT: Well, I'd like to see whether he's sure
15 of it.

16 TRIAL EXAMINER: Well, OK.

17 Sometimes you get a good witness and you belabor the
18 point until you turn him into--

19 MR. ECKHARDT: I'll withdraw the question.

20 TRIAL EXAMINER: Well, OK.

21 Q. (By Mr. Eckhardt) Do you recall whether or not Mr. Crow
22 invited the white man or the colored man in the car, after
23 the two of you stopped, to get out of his car?

24 A. No, he did not invite them.

25 Q. I see.

1 A. He replied to their invitation.

2 Q. Oh, I see. Uh-huh.

3 In other words, you're saying that the white man in the
4 car invited Mr. Crow to get out of his car?

5 A. Yes.

6 Q. But it was not the other way around?

7 A. No.

8 Q. I see. All right.

9 MR. ECKHARDT: No further questions of this witness.

10 TRIAL EXAMINER: You asked one too many even at that.

11 MR. ECKHARDT: Well, Mr. Examiner, could I inquire
12 whether this witness has given a statement to the company?

13 TRIAL EXAMINER: You may.

14 MR. ECKHARDT: May I have his statement?

15 TRIAL EXAMINER: Well, ask the witness whether--

16 MR. ECKHARDT: Oh, excuse me.

17 Q. (By Mr. Eckhardt) Have you ever given a statement con-
18 cerning this incident to the company?

19 A. Yes.

20 Q. All right.

21 MR. ECKHARDT: Mr. Greene, may I have the statement?

22 TRIAL EXAMINER: Well, let me ask you, have you seen
23 that statement since you've given it to the company?

24 THE WITNESS: Yes. I've seen the original and a photo-
25 stat of it.

1 TRIAL EXAMINER: When?

2 THE WITNESS: Well, both of the times I've been here
3 before.

4 TRIAL EXAMINER: When was the last time?

5 THE WITNESS: In November, I believe it was.

6 TRIAL EXAMINER: Have you seen it since then?

7 THE WITNESS: Yes, I have.

8 TRIAL EXAMINER: Well, when was the last time you saw it?

9 THE WITNESS: Yesterday.

10 TRIAL EXAMINER: Yesterday?

11 THE WITNESS: Yes.

12 TRIAL EXAMINER: And what did you use it for?

13 THE WITNESS: To refresh my memory.

14 TRIAL EXAMINER: Uh-huh. OK.

15 Turn it over to him.

16 MR. GREENE: I do not have it.

17 We furnished a copy of it to the Board earlier.

18 TRIAL EXAMINER: I see.

19 Do you have a copy?

20 MR. ECKHARDT: I've never seen it.

21 MR. GREENE: Well, we furnished it to the Board in con-
22 nection with the investigation of this case.

23 TRIAL EXAMINER: What do you do now?

24 THE WITNESS: I'm a student.

25 TRIAL EXAMINER: Where do you go to school?

1 THE WITNESS: Center College of Kentucky.

2 TRIAL EXAMINER: I see.

3 MR. ECKHARDT: May I have a moment, please?

4 TRIAL EXAMINER: OK.

5 MR. ECKHARDT: Well, maybe Counsel can assist me here.

6 Do you have a copy of the statement, Mr. Greene?

7 MR. GREENE: I don't have a copy of the statement.

8 MR. ECKHARDT: Uh-huh.

9 MR. GREENE: I gave it to Mr. Thomas yesterday.

10 TRIAL EXAMINER: Do you have a copy with you?

11 THE WITNESS: No, sir, I do not.

12 MR. ECKHARDT: Well, Mr. Examiner--

13 MR. GREENE: Well, I don't think I do. Let me be sure.

14 MR. SEAY: We furnished a statement to the Board in the
15 investigation.

16 MR. ECKHARDT: Could we go off the record a minute, Mr.
17 Examiner?

18 TRIAL EXAMINER: Off the record.

19 (Discussion off the record.)

20 TRIAL EXAMINER: Let's go back on the record.

21 MR. ECKHARDT: Well, I'd like to examine it quickly,
22 if I may, Mr. Examiner, and it may not be necessary to go
23 into it.

24 TRIAL EXAMINER: What do you want to examine it for?

25 MR. ECKHARDT: For inconsistencies with his testimony.

1 MR. SEAY: You've got it. Why don't you put it in
2 evidence?

3 MR. ECKHARDT: I can't locate it.

4 TRIAL EXAMINER: Well, off the record.

5 (Discussion off the record.)

6 TRIAL EXAMINER: Let's go on the record.

7 MR. SEAY: Mr. Examiner, since we're on the record, may
8 the record show that during the off-the-record break Mr.
9 Eckhardt located the statement that we furnished to the Board
10 of this witness earlier in the Board's investigation?

11 TRIAL EXAMINER: The record will so indicate.

12 Q. (By Mr. Eckhardt) Now before the comments were made--
13 Excuse me.

14 At the time the remarks were made by the white man in
15 the car before Mr. Crow made the remark "go to hell" was Mr.
16 Crow standing next to the car or was he sitting in the car,
17 if you recall?

18 A. Mr. Crow, did you say?

19 Q. Excuse me. Withdraw that.

20 Was the white man standing next to the car or was he
21 sitting in the car?

22 TRIAL EXAMINER: He testified he was standing next to
23 the car.

24 A. He was standing next to it.

25 Q. (By Mr. Eckhardt) Uh-huh. Well, are you--

1 TRIAL EXAMINER: That was in response to my question.

2 Q. (By Mr. Eckhardt) Are you certain of that?

3 A. Yes, sir.

4 MR. GREENE: Yes.

5 Q. (By Mr. Eckhardt) So then he was close enough for you
6 to see, is that right?

7 A. He was standing next to the car, approximately 70 to
8 75 feet away.

9 Q. Oh, 70 to 75 feet away?

10 A. Yes.

11 Q. Oh, I see. Uh-huh.

12 But you couldn't clearly make out his face, or you
13 couldn't recognize him if you saw him again?

14 TRIAL EXAMINER: He testified to that.

15 A. No.

16 Q. (By Mr. Eckhardt) Now did you make a statement at any
17 time that you did not remember the exact words that this
18 white man uttered before Mr. Crow said "go to hell"?

19 A. Make a statement?

20 Q. Yes.

21 A. Here?

22 Q. To anyone?

23 TRIAL EXAMINER: He testified to that effect here.

24 He said he didn't remember all of it, but he remembered
25 some part of it.

1 MR. ECKHARDT: Well, could I ask him?

2 TRIAL EXAMINER: Is that correct?

3 THE WITNESS: Yes. This is true.

4 TRIAL EXAMINER: All right.

5 THE WITNESS: I repeated the substance of it, not the
6 exact words.

7 Q. (By Mr. Eckhardt) Now did you ever report-- Strike that.

8 Now as you were driving at about 60 miles an hour, Mr.

9 Thomas, who slowed down first, Mr. Crow or the white man?

10 A. Mr. Crow.

11 Q. I see. Do you know--

12 Well, thank you.

13 Did Mr. Crow indicate why he was slowing down?

14 A. No, not verbally.

15 Q. Uh-huh.

16 A. I suppose it was because it was dangerous. They were
17 swerving toward us.

18 Q. But Mr. Crow could have continued on at 60 miles an hour
19 and left the white man and the colored man, couldn't he?

20 A. Left them?

21 Q. Yeah, passed them?

22 A. They were beside us.

23 Q. Yeah. Well, he could have continued on, but he chose
24 to slow down, is that right?

25 A. Yes, I suppose so.

1 Q. Yeah. Uh-huh.

2 A. Because that's what he did.

3 Q. Uh-huh. And after Mr. Crow slowed down then the white
4 man and the colored man slowed their car down?

5 A. Yes.

6 Q. I see.

7 TRIAL EXAMINER: Could they have passed and continued on?

8 THE WITNESS: Yes. They could have.

9 MR. GREENE: What was the question?

10 TRIAL EXAMINER: "Could they have passed and continued
11 on?"

12 MR. GREENE: The other car?

13 TRIAL EXAMINER: That's right.

14 MR. GREENE: All right.

15 Q. (By Mr. Eckhardt) How many times-- Excuse me.

16 Well, how many times did the white man who was riding
17 with the colored man use the word "bastard"?

18 A. I don't recall the exact number of times.

19 Q. Probably once?

20 A. Probably two or three times.

21 Q. Before or after Mr. Crow slowed down?

22 A. After Mr. Crow started slowing down.

23 Q. Oh, uh-huh.

24 A. This was the only time I could hear it.

25 Q. Oh, I see. So there was no use of that word until Mr.

1 Crow slowed down, is that correct?

2 A. No. I said that I could not hear the words before that.

3 Q. Uh-huh.

4 A. They were not coherent to me.

5 Q. So you wouldn't know whether he used the word "bastard"
6 before Mr. Crow slowed down or not?

7 A. No.

8 Q. I see. Uh-huh.

9 But you do remember that after Mr. Crow slowed down you
10 heard the word "bastard"?

11 A. Yes, sir.

12 Q. I see. All right.

13 Now after Mr. Crow started up again did the white man and
14 the colored man in the other car pursue you?

15 A. At first they were behind us, then beside us, and then
16 they pulled in front of us.

17 Q. Uh-huh.

18 A. At that time I took their license number down.

19 Q. Uh-huh. I see.

20 Did anyone ask you to make a statement concerning this
21 incident?

22 A. Not until the fall.

23 Q. Not until--

24 A. Not until last fall, at which time I mailed the statement--
25 I suppose that you have--to them from school.

1 Q. I see. And who asked you to make the statement that
2 you made?

3 A. Oh, Mr. Earl Davis, I believe.

4 Q. Uh-huh. All right.

5 Was that statement made on about October the 1st of
6 1966?

7 MR. SEAY: Now just a minute.

8 Mr. Examiner, I've been in a lot of these proceedings
9 and I'm going to ask--I'm going to object unless, in fairness
10 to the witness, he shows him some statement that he's talk-
11 ing about.

12 TRIAL EXAMINER: Well--

13 MR. SEAY: Now he's got the statement.

14 TRIAL EXAMINER: That's right.

15 He doesn't know what statement you're talking about.

16 MR. SEAY: You show it to him, let him see the signature
17 and let him see if that's his statement.

18 We object unless you do that to any further questions
19 along this line.

20 MR. ECKHARDT: No further questions of this witness.

21 TRIAL EXAMINER: All right.

22 MR. GREENE: I have just a couple, Mr. Trial Examiner.

23 TRIAL EXAMINER: All right.

24 REDIRECT EXAMINATION

25 Q. (By Mr. Greene) Now, Mr. Thomas, directing your attention

1 to the time when your car left the plant, the one that you
2 were riding in, and--

3 A. Yes.

4 Q. --and the car of Mr. McCloud, or the white man and the
5 colored man, they pulled alongside each other, I believe you
6 said?

7 A. Yes.

8 Q. All right.

9 Now what were the words that you heard and who were they
10 said by at this time?

11 MR. ECKHARDT: Objection. This is improper redirect.
12 It has nothing to do--

13 TRIAL EXAMINER: Overruled.

14 Q. (By Mr. Greene) Would you go ahead?

15 A. The words were said by the white man in the other car,
16 who was driving.

17 Q. All right. What did he say?

18 A. He called Mr. Crow a "son-of-a-bitch" and a "bald-headed
19 bastard" and, as I recall, other names.

20 Q. All right.

21 A. But I don't remember any of those specifically.

22 Q. Did he say anything other than calling him names?

23 A. No, I don't remember anything at this time.

24 Q. All right.

25 A. Not until we stopped.

1 Q. All right.

2 Now what was said when you stopped?

3 MR. ECKHARDT: Now, Mr. Examiner, I don't see what pur-
4 pose this examination has.

5 TRIAL EXAMINER: Well, it's clarifying all of the whole
6 examination.

7 Q. (By Mr. Greene) All right.

8 A. He invited him to get out and settle--

9 Q. Now who are you talking about?

10 A. The white man in the other car invited Mr. Crow to get
11 out and settle the issue physically.

12 Q. All right.

13 During this time when there was talk back and forth out
14 of the moving cars and after they were stopped, what did Mr.
15 Crow say?

16 MR. ECKHARDT: I didn't hear that question. I don't
17 understand it.

18 Can you repeat it, please?

19 Q. (By Mr. Greene) During the time when the two cars were
20 side by side and there was talk going on back and forth, as
21 I understand your testimony, and--

22 A. Yes.

23 Q. --and after the cars stopped, during this period of time
24 and during this sequence of events what did Mr. Crow say?

25 A. I don't recall him saying anything specifically until we

1 stopped.

2 Q. All right.

3 A. At which time he accepted their invitation.

4 TRIAL EXAMINER: What did he say?

5 THE WITNESS: Pardon?

6 TRIAL EXAMINER: What did he say?

7 THE WITNESS: He said, "All right. That's fine with
8 me."

9 TRIAL EXAMINER: Do you remember him saying "OK, I'm
10 stopped. What are you going to do about it?"

11 THE WITNESS: Not these exact words. I just remember
12 the substance.

13 TRIAL EXAMINER: The substance of it?

14 THE WITNESS: Yes.

15 TRIAL EXAMINER: All right.

16 THE WITNESS: Words to that effect.

17 Q. (By Mr. Greene) Was that all that was said?

18 A. Yes.

19 Q. And then after that point you all pulled on off?

20 A. Yes, sir.

21 Q. All right.

22 TRIAL EXAMINER: Did Mr. Crow use any profanity?

23 THE WITNESS: Not after the initial saying that he said,
24 as far as I remember.

25 TRIAL EXAMINER: "To hell with you"?

1 THE WITNESS: "Go to hell."

2 TRIAL EXAMINER: He never used any other words after
3 that?

4 THE WITNESS: No, not that I recall.

5 Q. (By Mr. Greene) And during the time that the two cars
6 were proceeding down the highway, and prior to the time that
7 Mr. Crow pulled off the road, did Mr. Crow do anything to
8 interfere with this other car going on around the car that
9 you were in?

10 A. No, sir.

11 Q. OK.

12 MR. GREENE: That's all.

13 MR. ECKHARDT: I hope I understand that last question.

14 TRIAL EXAMINER: Well--

15 MR. ECKHARDT: But, regardless of whether I do or not,
16 I have no further questions.

17 TRIAL EXAMINER: Thank you, Mr. Thomas. You're excused.

18 (Witness excused.)

19 MR. SEAY: Mr. Davis, would it be permissible to excuse
20 Mr. Thomas so that he can go on back?

21 TRIAL EXAMINER: Yes. I excused him.

22 When I excuse a witness, well, he is excused.

23 MR. SEAY: All right.

24 MR. GREENE: Thank you, Mr. Thomas.

25 MR. ECKHARDT: Thank you, Mr. Thomas.

1 MR. GREENE: Mr. Trial Examiner, we have a witness that
2 I'd like to use now. He is going to take his wife into the
3 hospital tonight. We'd like to use him now and get him out,
4 if we can.

5 TRIAL EXAMINER: All right.

6 MR. ECKHARDT: Mr. Examiner, I failed to ask for per-
7 mission to substitute a copy of GC 64 in lieu of the original.

8 May we have a stipulation that GC 64 is a copy of the
9 original--

10 MR. GREENE: Fine.

11 MR. ECKHARDT: --given by Mr. Crow on August 18, 1966?

12 MR. GREENE: Fine.

13 TRIAL EXAMINER: That's the statement of Mr. Crow?

14 MR. ECKHARDT: Yes.

15 Is that OK, Mr. Greene?

16 MR. GREENE: Yes.

17 TRIAL EXAMINER: Yes. You may substitute a copy.

18 MR. ECKHARDT: OK.

19 TRIAL EXAMINER: And you will provide sufficient copies
20 of it.

21 MR. ECKHARDT: Yes.

22 TRIAL EXAMINER: Will you raise your right hand?

23 Whereupon,

24 WILLIAM WHITCOMB RILEY

25 was called as a witness by and on behalf of the Respondent

1 and, having been first duly sworn, was examined and testified
2 as follows:

3 TRIAL EXAMINER: Take a seat, please, and state your
4 full name and address.

5 THE WITNESS: William Whitcomb Riley, Route 4, Box 330,
6 Tyler, Texas.

7 DIRECT EXAMINATION

8 Q. (By Mr. Greene) All right. Speak loud enough, Mr. Riley,
9 so we can all hear you.

10 A. Yes.

11 Q. Now by whom are you employed?

12 A. Tyler Pipe and Foundry.

13 Q. In what capacity?

14 A. Receiving and Stores Manager.

15 Q. Did you hold this position during the strike that occurred
16 in August of 1966?

17 A. I did.

18 Q. All right.

19 Now you recall that particular strike, don't you, Mr.
20 Riley?

21 A. Yes, sir.

22 Q. All right.

23 Now do you recall an incident that occurred during this
24 strike on the night of August 18 involving Mr. Clifton McCloud
25 and L. E. Crow?

1 ask what he said to Mr. Davis, and it's a complete waste of
2 time.

3 MR. ECKHARDT: Well, I would like to establish that the
4 company was attempting to make elaborate plans to build this
5 into a big monumental incident.

6 TRIAL EXAMINER: Well, ask him a question to indicate
7 that.

8 MR. ECKHARDT: All right.

9 TRIAL EXAMINER: Not what he told Mr. Davis.

10 MR. ECKHARDT: All right.

11 Q. (By Mr. Eckhardt) What was the substance of your
12 conversation with Mr. Davis?

13 A. I told him that Mr. Crow had called me and wanted to see
14 Mr. McKie, and asked him if he wanted to call him.

15 Q. Uh-huh.

16 TRIAL EXAMINER: Well, you're giving him a chance to put
17 in a lot of self-serving statements.

18 Q. (By Mr. Eckhardt) Well, then did Mr. Davis suggest that
19 you do anything?

20 A. He asked me to call him back and tell him to come back
21 the next morning at 8:00 o'clock and that Mr. McKie would
22 be there.

23 Q. Uh-huh. And you did so?

24 A. I did so.

25 Q. I see. Uh-huh.

1 Then Crow told you that he would be there the next morn-
2 ing at 8:00 o'clock to talk to Mr. Davis?

3 A. Yes, sir.

4 Q. Uh-huh.

5 A. To talk to Mr. McKie.

6 Q. Mr. McKie?

7 A. Yes, sir.

8 Q. Whose decision was it to go to the District Attorney's
9 Office with this matter, if you know?

10 A. I do not know.

11 Q. But you were there when Mr. Crow arrived at 8:00 o'clock
12 the next morning, weren't you?

13 A. Yes, sir.

14 Q. And you were present when Mr. Crow talked to Mr. McKie,
15 weren't you?

16 A. Part of the time.

17 Q. Part of the time?

18 A. Yes.

19 Q. And then you went with Mr. McKie and Mr. Crow to the
20 District Attorney's Office, didn't you?

21 A. I did.

22 Q. But you don't know whose decision it was to go to the
23 District Attorney's Office?

24 A. I do not.

25 Q. I see. All right.

1 time in regard to the witness that we discussed yesterday.

2 TRIAL EXAMINER: Yes.

3 MR. GREENE: --who was a juror at the time the complaint
4 filed by Mr. Crow against Mr. McCloud was heard, to the effect
5 that if she were permitted to testify that she would testify
6 that she was a member of that jury and that during the de-
7 liberations the verdict to acquit Mr. McCloud was reached
8 because, in the opinion of the jury, he had lost his job
9 and had been punished enough as a result of that discharge.

10 TRIAL EXAMINER: Well, as I indicated to you, I will
11 exclude such testimony and I will continue to exclude it.

12 Therefore, your offer of proof is rejected.

13 MR. GREENE: All right.

14 MR. SEAY: We call Mr--

15 TRIAL EXAMINER: You would object to such testimony,
16 I take it?

17 MR. ECKHARDT: Yes.

18 TRIAL EXAMINER: All right.

19 MR. SEAY: We call Mr. ^JBoe Johnson, J. P. Johnson.

20 MR. ECKHARDT: Well, excuse me.

21 Could we go off the record a minute, Mr. Examiner?

22 TRIAL EXAMINER: Off the record.

23 (Discussion off the record.)

24 TRIAL EXAMINER: On the record.

25 MR. SEAY: This is Mr. Johnson, Mr. Davis.

1 TRIAL EXAMINER: Come around this way, please.

2 Will you raise your right hand?

3 Whereupon,

4 J. P. JOHNSON

5 was called as a witness by and on behalf of the Respondent
6 and, having been first duly sworn, was examined and testified
7 as follows:

8 TRIAL EXAMINER: Would you take a seat, please, and
9 state your full name and address?

10 THE WITNESS: J. P. Johnson, 2106 Airline Drive, Tyler,
11 Texas.

12 DIRECT EXAMINATION

13 Q. (By Mr. Seay) By whom are you employed, Mr. Johnson?

14 A. Tyler Pipe and Foundry Company.

15 Q. In what capacity are you now employed?

16 A. I am Superintendent of Foundries.

17 Q. Mr. Johnson, how long have you worked for the Tyler Pipe
18 and Foundry Company?

19 A. Oh, it--

20 Q. When did you first go to work for them?

21 Let's put it that way.

22 A. I went to work for Tyler Pipe in 1937, and worked there
23 until 1941.

24 I came back in 1946, and have been employed since '46,
25 twenty consecutive years.

1 Q. What was your first job with Tyler Pipe?

2 A. My first job with Tyler Pipe was working in the machine
3 shop.

4 Q. Have you or not had occasion to work in numerous depart-
5 ments of the foundry?

6 A. Yes, sir. I was a molder for twelve years.

7 Q. Now that was in the Production Department?

8 A. Yes, sir.

9 Q. Now during this experience that you've had with the
10 Tyler Pipe and Foundry Company, Mr. Johnson, I assume that
11 you have acted as Production Superintendent?

12 A. Yes, sir.

13 Q. You were that in the year '65?

14 A. Yes, sir.

15 Q. And you have become fairly familiar with the operations
16 of a foundry in those twenty years of experience, have you
17 not, sir?

18 A. Yes, sir. I have worked in about every phase of the
19 plant in the production end.

20 Q. Yes. All right.

21 Now do you have some department heads under you?

22 A. Yes, sir. I have a superintendent of one foundry and--
23 a superintendent of each foundry and numerous department heads.

24 I have a department head in each production unit out
25 there, and this consists of approximately twenty-five or

1 thirty people.

2 Q. Yes.

3 Now is one of these people under you head of the Hub
4 Core Department?

5 A. Yes, sir.

6 Q. And I assume you have some people that are in charge of
7 the actual pipe operation, the making of the actual pipe
8 there?

9 A. Yes, sir, I do have.

10 Q. Is the Hub Core Department a separate department from
11 the Pipe Production Department?

12 A. Yes, sir, it is.

13 Q. There has been a lot of testimony in this record about
14 a Hub Core and a Hub Core Department.

15 Now I'm going to ask you to--

16 MR. ECKHARDT: Do you want to identify those?

17 MR. SEAY: Yes. Do you want to see it?

18 MR. ECKHARDT: No. I can see it. Thank you.

19 MR. SEAY: Mark this as Respondent's No. 14, please,
20 Miss Reporter.

21 TRIAL EXAMINER: Well, Mr. Seay, can we avoid putting
22 these in evidence?

23 MR. SEAY: I think it's material to our case to give an
24 explanation of this testimony.

25 TRIAL EXAMINER: Well, maybe a description would suffice.

1 Q. All right.

2 Now then please state briefly how the machine makes the
3 Hub Core in the Hub Core Department?

4 A. Well, this core is made out of a coated sand and it's
5 a phenolthermolsetting resin--

6 TRIAL EXAMINER: Wait a minute.

7 You'll have to spell those words for the reporter.

8 THE WITNESS: P-h-e-n-o-l-t-h-e-r-m-o-l-s-e-t-t-i-n-g.

9 Q. (By Mr. Seay) Now would you proceed?

10 A. Well, resin is r-e-s-i-n.

11 Q. All right.

12 A. --and it is cured in a hot box.

13 Q. Now is the mixture poured into the machine?

14 A. It's blown into the machine.

15 Q. Blown into the machine?

16 A. Yes, with air.

17 Q. With air?

18 A. Yes, sir.

19 Q. And it is formed into this hub core by the machine?

20 A. By the machine itself, yes, sir.

21 Q. And then is it extracted by the hub core operator?

22 A. It's extracted by the hub core operator.

23 Q. Then where is it placed?

24 A. Then it is--

25 Q. Now wait a minute.

1 Where is it placed before it goes into the pipe pro-
2 duction? Is it stored, or does it go in a box or what?

3 A. We place them in a storage box. Then they can either
4 go to the machine or they can go to storage.

5 Q. All right.

6 Now in your operations is it or not sometimes necessary
7 for these hub cores to be produced in the Hub Core Department
8 and then go directly to the Pipe Production Department in
9 order to be used in the making of pipe?

10 A. If we are running the type of core at the time the
11 machine is operating the core goes directly to the machine.

12 If we are not running that type core then it will go
13 into storage.

14 Q. All right.

15 And when you are running that type core in the production
16 of pipe then it goes into the Pipe Production Department?

17 A. Yes.

18 Q. Now would you explain--

19 TRIAL EXAMINER: Just a minute.

20 That represents a completed hub core?

21 THE WITNESS: Yes, sir. This is a--

22 TRIAL EXAMINER: So Respondent's 14(a) is a hub core?

23 THE WITNESS: Yes, sir.

24 TRIAL EXAMINER: Now I would suggest that a photograph
25 of it be taken and marked "14(a), hub core," and this exhibit

1 be withdrawn and the photograph substituted as the exhibit.

2 MR. SEAY: That's all right.

3 MR. GREENE: Yeah, we'll get it.

4 MR. SEAY: That's all right with us.

5 TRIAL EXAMINER: All right. And that's all right with
6 you, Mr. Eckhardt?

7 MR. ECKHARDT: Yes, it is very much all right with me.

8 TRIAL EXAMINER: OK.

9 Q. (By Mr. Seay) Now, Mr. Johnson, would you please explain
10 to the Examiner what our 14(b) and our 14(c) represent?

11 A. Well, 14(b) and (c) represents a completed hub or a pipe,
12 with about six inches of the barrel of the pipe included.

13 Q. All right.

14 After the pipe was poured has it then been dissected for
15 the purpose of illustration here?

16 A. Well, we've cut it in two for the purpose of illustrating
17 how the hub core forms the inside barrel of the hub.

18 Q. Of the hub to the pipe?

19 A. Right.

20 Q. All right.

21 MR. ECKHARDT: Mr. Examiner, I'd like for Counsel to
22 indicate the relevance of all this testimony.

23 TRIAL EXAMINER: Oh, I think it's relevant to go into
24 some detail describing the operation in this case.

25 MR. SEAY: Yes.

1 Q (By Mr. Seay) Now, Mr. Johnson, of course this record
2 will be examined by people who have not had experience in
3 foundries, in foundry production or operation, and I'd like
4 for you to keep your answers as nontechnical as you can.

5 A Yes, sir.

6 Q Then wherever it is necessary, of course, to explain
7 it, then do so.

8 A All right, sir.

9 Q Now I'm going to ask you, Mr. Johnson, what is the pur-
10 pose of a hub core in the pipe production?

11 A Well--

12 Q Will you demonstrate and explain that to the Examiner?

13 A Well, a hub core has two purposes.

14 Number One is to form the inside of the hub. Secondly,
15 it is as an iron dam to stop off the end of the iron to keep
16 it from slinging out of the end of the mold.

17 Q All right.

18 TRIAL EXAMINER: And you're referring to what part of
19 that now?

20 THE WITNESS: This end is your dam, right here on the
21 end. That fits in the mold and this forms the end of the
22 pipe while it's spinning.

23 This forms the end of the pipe and the inside of the
24 hub and also serves as a dam to stop the iron and keep it
25 from slinging on out of the mold.

1 Once the metal chills down too low, well, then it causes
2 your misruns, or bad pipe.

3 Q. Well, what do you have to do when that happens?

4 A. Well, if the metal gets chilled down too cold we take it
5 back to what we call a "piggin machine" and pour the iron out
6 into small pigs and then it goes back into the cupola for
7 remelting.

8 Q. Is that a costly process to you if that occurs?

9 A. It costs us about thirteen dollars a ton conversion cost
10 on metal.

11 Q. All right.

12 A. This is the coke and supplies and the labor to remelt it.

13 Q. All right.

14 Now there's been some testimony in this record about
15 the Split Mold "A" Machine and the Split Mold "B" Machine.

16 Will you now explain to the Examiner what those machines
17 are?

18 A. The Split Mold "A" and the Split Mold "B" were identical
19 machines. They are--

20 Q. Are they pipe machines or not?

21 A. They are pipe machines.

22 Q. All right.

23 They are--

24 Q. What type pipe do they make?

25 They produce double hub five foot pipe.

1 Q Now explain to the Examiner what you mean by double hub.

2 A OK. We have single hub and double hub.

3 This would be a hub on the other end identical to this.

4 TRIAL EXAMINER: In other words, he has taken Exhibit
5 14(a), (b) and (c) and extended his arm an equal distance--

6 THE WITNESS: Well, we have another one here that--

7 MR. SEAY: Well, don't interrupt him, sir. Let him go to
8 head.

9 THE WITNESS: I'm sorry.

10 TRIAL EXAMINER: --and extended his arm an equal distance.

11 In other words, it would be double what 14(a), (b) and
12 (c) consists of?

13 MR. SEAY: Right.

14 THE WITNESS: Yes, sir.

15 Q (By Mr. Seay) Now I hand you what's been sorted in the
16 record as Respondent's 14 (d).

17 A Yes.

18 Q Is that or not a double hub pipe?

19 A Yes, sir, that's a double hub.

20 Q The hubs are the enlargements on the ends?

21 A Yes.

22 Q And what function are they used for?

23 A Well, they are used in plumbing--

24 Q Yes.

25 A --when you install the pipe together.

1 Q. All right.

2 A. The plain end goes into a hub and then it is either
3 caulked or it goes in with a push-in joint gasket.

4 Q. I see. So when your pipe goes in here--well, on your
5 installation you have to have certain tolerances on those
6 machines to let that be a firm joint there?

7 A. Yes, for it to be a firm joint.

8 Q. All right.

9 TRIAL EXAMINER: You marked that double hub as what;
10 what's the exhibit number?

11 MR. SEAY: That's Respondent's 14(d).

12 TRIAL EXAMINER: All right. Would you then photograph
13 that?

14 MR. SEAY: Yes, sir.

15 TRIAL EXAMINER: Take several photographs of it and
16 substitute the photographs for it?

17 MR. SEAY: Yes.

18 MR. ECKHARDT: No objection.

19 TRIAL EXAMINER: OK. Fine.

20 MR. SEAY: Yes. All right.

21 Q. (By Mr. Seay) Now then this particular pipe, which is
22 shown here as 14(b) and (c), was made by what process--

23 A. This was made--

24 Q. --and in what machine?

25 A. This was made by a sand line process spinning.

1 Q. Now in spinning does your machine go fast enough to
2 where this molten lead forms the pipe without a core going
3 all the way through the inside of the pipe?

4 A. Yes, sir. The centrifugal force when the pipe mold is
5 spinning holds the iron out against the inside of the mold,
6 which forms the outside of your pipe.

7 Q. Yes.

8 A. The inside is formed by the metal thickness and the cen-
9 trifugal force holding it out against the wall.

10 Q. In other words, you've got a hub core in the end to
11 keep the molten metal from coming out--

12 A. Yes.

13 Q. And you've got a mold around this actual pipe, R-14(b)
14 and R-14(c), which keeps the metal inside a mold?

15 A. Yes, sir.

16 Q. All right.

17 Now explain to the Examiner just briefly when you put in
18 Split Mold "A" and Split Mold "B" and if that is a company
19 design--

20 A. All right.

21 Q. --and then what problems you had with it during the year
22 1965?

23 A. '65?

24 Q. Yes.

25 A. In '65--

1 MR. SEAY: Now, if the Examiner please, this is very
2 relevant and material testimony because it's our contention
3 that the requirements for hub cores were reduced by virtue
4 of the fact that the Split Mold "A" Machine and the Split Mold
5 "B" Machine were not successful.

6 While they were producing double hub pipes, in other
7 words, our requirements for these hub cores went down and we
8 produced by another process, which will be explained, as
9 represented by this R-14(d).

10 MR. ECKHARDT: Which we contend is wholly irrelevant,
11 Mr. Examiner, because the whole question in the case is whether
12 or not the company notified the union when they discovered
13 that this process had to be changed, and they didn't.

14 TRIAL EXAMINER: Well, I might point out another thing.
15 Are you showing this, Mr. Seay, for the purpose of demon-
16 strating that some of the jobs were abolished?

17 MR. SEAY: Yes. That's one thing. Also--

18 TRIAL EXAMINER: Well, isn't that a matter for supple-
19 mentary proceedings?

20 MR. SEAY: Well--

21 TRIAL EXAMINER: In other words, I don't want to go into
22 what may be a compliance problem.

23 MR. SEAY: Well, I think that we've got the right to show
24 that there was a basic economic decision made by the manage-
25 ment to discontinue the Split Mold "A" and Split Mold "B",

1 and this required a reduction in the requirement for hub
2 cores, which, in turn, required a reduction in the number of
3 people in the Hub Core Department, thereby, for business
4 reasons, justifying a change in shifts from three shifts
5 with forty-five people, to two shifts, with about thirty
6 people.

7 TRIAL EXAMINER: And you're contending that under these
8 circumstances the union should have been notified and con-
9 sulted?

10 MR. ECKHARDT: Absolutely.

11 TRIAL EXAMINER: Well, are you conceding that the cir-
12 cumstances, economic circumstances warranted the said changes
13 and relying upon the fact that the union was not notified?

14 MR. ECKHARDT: Yes.

15 TRIAL EXAMINER: You are conceding that, then?

16 MR. ECKHARDT: Yes.

17 TRIAL EXAMINER: All right.

18 So you don't have to go into it.

19 MR. SEAY: I think--

20 TRIAL EXAMINER: It's admitted by General Counsel.

21 MR. SEAY: Well, can we have a stipulation that there
22 was a bona fide business decision made on May the 20th to
23 phase out Split Machine Mold "A" and the two shifts were cut
24 out then.

25 Then on July the 29th, 1966, we phased out the first

1 shift of Split Mold "B". Then on August the 5th, of course,
2 was when the change came up. Then by October the 14th, 1966,
3 we had phased out the other shift on the Split Mold "B"
4 Machine, and both of those Split Mold Machines were discon-
5 tinued.

6 MR. ECKHARDT: And that no notice was given to the union
7 about either one of these changes?

8 MR. SEAY: That's right.

9 TRIAL EXAMINER: Any of these changes?

10 MR. ECKHARDT: Yes.

11 MR. SEAY: That's right.

12 Is that a stipulation for everybody?

13 MR. ECKHARDT: Yes. Absolutely.

14 TRIAL EXAMINER: All right.

15 MR. ECKHARDT: So stipulated.

16 TRIAL EXAMINER: All right. So stipulated.

17 MR. SEAY: All right. Now I would like--

18 Could we go off the record a minute?

19 TRIAL EXAMINER: Yes. Let's go off the record.

20 (Discussion off the record.)

21 TRIAL EXAMINER: On the record.

22 MR. SEAY: Now, Mr. Examiner, after a short off-the-
23 record discussion, I am proposing this stipulation.

24 Mr. Eckhardt, would you listen to this stipulation,
25 please?

1 MR. ECKHARDT: Yes.

2 MR. SEAY: All right.

3 MR. ECKHARDT: Well, my witness was telling me something
4 about this so that I'll know what's going on.

5 TRIAL EXAMINER: All right. But you'd better listen
6 to the stipulation.

7 MR. ECKHARDT: Yes. Excuse me.

8 MR. SEAY: Yes. All right.

9 TRIAL EXAMINER: You'd better listen to it now so it
10 won't have to be repeated.

11 MR. ECKHARDT: All right.

12 MR. SEAY: It is proposed that we stipulate and I solicit
13 a stipulation to the effect that the company, in having these
14 various production problems on Split Mold "A" and Split Mold
15 "B" which caused down time on the machines--they had a number
16 of air riches that they couldn't get these molds apart and
17 they were having production down time on the machines--and
18 I have those production figures--that when we cut out that
19 Split Mold Machine we then moved the pipe production onto a
20 static mold, which is the type of machine, a static pipe
21 machine, that makes R-14(d) without the use of any hub cores
22 but by a complete mold that is put on an arbor that goes
23 completely through this pipe, Respondent's 14(d), and thereby
24 makes the inside diameter of the 14(d) itself without any
25 requirements for hub cores.

1 Is that--

2 MR. ECKHARDT: That's so stipulated.

3 MR. SEAY: Yes.

4 MR. ECKHARDT: But could we have a further stipulation of
5 whether or not that required any additional employees in the
6 Hub Core Department?

7 MR. SEAY: Well, it didn't--

8 MR. ECKHARDT: Well--

9 MR. SEAY: --because, you see, these cores, as on R-14(d),
10 were actually made in the Static Pipe Machine Department.

11 MR. ECKHARDT: Uh-huh. But did--

12 TRIAL EXAMINER: Well, did it require additional employees
13 in the Static Department?

14 MR. SEAY: No, sir.

15 TRIAL EXAMINER: Well, let's ask the witness.

16 MR. SEAY: All right.

17 Q (By Mr. Seay) Would you explain that then?

18 A. Well--

19 Q When Split Mold "A"--let's take when that machine was--
20 when the shifts were cut down. Then what did you do with the
21 pipe production on that?

22 A. The pipe production was removed off of Split Mold "A" and
23 was produced back on the mechanical pipe unit, which is a
24 static cast unit requiring no hub cores. It required a core
25 turned on an arbor that formed the hub and the inside of the

1 barrel, and it was static, it wasn't spinning.

2 Q Yes. All right.

3 TRIAL EXAMINER: That's been stipulated to.

4 Now did it require additional employees in that Static
5 Department for the production of those items?

6 THE WITNESS: Did it require additional--

7 TRIAL EXAMINER: Employees?

8 THE WITNESS: --employees?

9 TRIAL EXAMINER: Yes.

10 THE WITNESS: This department was already-- "A" was
11 fixing to phase out the static cast unit if the split in "C"
12 "A" and "B" had been successful.

13 Well, we still had one shift operating that we were fixing
14 ing to phase out. Then, when that wasn't successful, well,
15 we left this shift operating and moved these pipe back to
16 the static cast unit.

17 TRIAL EXAMINER: Now you shifted which, the employees
18 from the Hub Core Department?

19 THE WITNESS: No, sir. This unit was already running one
20 shift.

21 TRIAL EXAMINER: Yes.

22 THE WITNESS: And we were fixing to phase it out.

23 TRIAL EXAMINER: Yes.

24 MR. SEAY: But you didn't?

25 THE WITNESS: We didn't phase it out. We left it running

1 and put this pipe back over to the static cast unit.

2 MR. ECKHARDT: Could we have the approximate date of
3 this change?

4 TRIAL EXAMINER: Well, wait a minute.

5 MR. ECKHARDT: Excuse me.

6 TRIAL EXAMINER: I haven't had my question answered yet.
7 You had them running one shift in the Static Department?

8 THE WITNESS: Yes, sir.

9 TRIAL EXAMINER: But then when you phased this manufac-
10 ture of hub cores out it increased the production in this
11 Static Department, did it not?

12 THE WITNESS: No, sir, it didn't increase it. We just
13 left that shift running that we had planned to cut off.

14 We still just have one shift running.

15 TRIAL EXAMINER: You still have only one shift running?

16 THE WITNESS: On the static unit, yes, sir.

17 TRIAL EXAMINER: And they are producing all of the mater-
18 ial you need?

19 THE WITNESS: Yes, sir.

20 TRIAL EXAMINER: Did you increase the number on that
21 shift?

22 THE WITNESS: No, sir.

23 TRIAL EXAMINER: It was the same number of employees on
24 that shift?

25 THE WITNESS: As it had previously been, yes, sir.

1 TRIAL EXAMINER: All right.

2 MR. SEAY: And, Mr. Examiner, that is a different
3 mold process now. That is a different mold process from
4 hub cores.

5 TRIAL EXAMINER: Can you give me the approximate date?

6 THE WITNESS: Well, as soon as we phased out Split
7 Mold "A", why, we took the pipe off of Split Mold "A" that
8 we were producing there and we started back to producing
9 them back in the mechanical pipe unit.

10 TRIAL EXAMINER: What mechanical pipe is that?

11 THE WITNESS: That's the--

12 TRIAL EXAMINER: Is that the static unit?

13 THE WITNESS: It's the static pipe unit, yes, sir.

14 TRIAL EXAMINER: You mean you started to produce the
15 double barreled ones?

16 THE WITNESS: Started to produce in the double barrel
17 like this, except in the spinning process we went back to
18 the static cast, which we had planned to phase out.

19 TRIAL EXAMINER: I see.

20 THE WITNESS: And this unit has been running, oh, some
21 ten or twelve years.

22 MR. ECKHARDT: Did we--

23 THE WITNESS: But it is not a spun-type unit; it's a
24 static cast.

25 MR. ECKHARDT: Did we ever establish the date?

1 TRIAL EXAMINER: About when was this?

2 THE WITNESS: When was what?

3 TRIAL EXAMINER: When all of this occurred, shifting to
4 the Static Department?

5 THE WITNESS: Well, the Static Department was already
6 operating.

7 TRIAL EXAMINER: Yeah. But when did it start in to do
8 this work?

9 THE WITNESS: We started Split Mold "A" back in June of
10 '65, and "B" in November of '65.

11 TRIAL EXAMINER: Yeah. But when you stopped, I mean,
12 when did you start to transfer--when did you stop doing it
13 and have this static unit producing the double barrel?

14 THE WITNESS: We left the static cast producing two-
15 inch and were stockpiling two-inch.

16 We did not spin any two-inch on the Split Mold "A" and
17 "B".

18 TRIAL EXAMINER: Well--

19 THE WITNESS: So it was still producing two-inch and
20 stockpiling two-inch.

21 We had planned on phasing it out if the Split Mold "A"
22 and "B" had been successful. We had planned on phasing it
23 out and going into the spinning process on our two-inch pipe.

24 MR. ECKHARDT: Could we have the date, Mr. Examiner?

25 TRIAL EXAMINER: When did you plan to phase this out and

1 go into that?

2 Now this is what I'm asking you.

3 THE WITNESS: Well, we phased out Split Mold "A" in May,
4 May the 20th.

5 TRIAL EXAMINER: Of 1966?

6 THE WITNESS: In '66.

7 TRIAL EXAMINER: All right.

8 THE WITNESS: And we phased out the first shift of Split
9 Mold "B" July the 29th, I believe.

10 TRIAL EXAMINER: Of '66?

11 THE WITNESS: In '66.

12 TRIAL EXAMINER: OK.

13 THE WITNESS: Then we finished phasing out "B", the last
14 shift of Split Mold "B", October the 14th of '66.

15 TRIAL EXAMINER: And at no time, then did you increase
16 the number of employees operating in the Static Department?

17 THE WITNESS: No, sir.

18 TRIAL EXAMINER: All right.

19 MR. ECKHARDT: I don't think I heard that fully.

20 Did the witness say--

21 MR. SEAY: Well, just a minute.

22 MR. ECKHARDT: Well, I'd like to get that. I didn't
23 hear it.

24 Now he said they phased out Split Mold "A" in May of '66?

25 TRIAL EXAMINER: Yes.

1 MR. ECKHARDT: And they phased out Split Mold "B" in what
2 month?

3 THE WITNESS: The first shift--

4 TRIAL EXAMINER: On July the 29th.

5 MR. ECKHARDT: On July the 29th. OK.

6 TRIAL EXAMINER: And finally concluded it in October of
7 1966.

8 MR. SEAY: Yes. That was in the stipulation.

9 MR. ECKHARDT: October of 1966?

10 THE WITNESS: Yes, sir.

11 MR. SEAY: Now, Mr. Examiner, in view of your questions,
12 I'd like to ask a few additional questions.

13 THE WITNESS: Am I going too fast on this?

14 TRIAL EXAMINER: No. No, it's hard for us to understand
15 because we're not as technically minded as you are.

16 THE WITNESS: Yes, sir.

17 MR. SEAY: All right. I do think it's material to ask
18 a few questions, without going into too much detail, as
19 to what problems, ask him whether or not he had any mainten-
20 ance problems on these Split Mold "A" and "B" type machines.

21 Q. (By Mr. Seay) Did you?

22 A. Yes, sir. We had tremendous problems.

23 Q. Did it or not result in down time on the machines?

24 A. We had--

25 TRIAL EXAMINER: Well, that's part of your stipulation.

1 MR. ECKHARDT: All right.

2 TRIAL EXAMINER: I'm just giving you my viewpoint here.

3 MR. ECKHARDT: All right.

4 TRIAL EXAMINER: OK. Let's go ahead.

5 Q. (By Mr. Seay) Now, Mr. Johnson, after this one shift
6 was discontinued on July 29th, 1966, on the Split Mold "B"
7 pipe machine, in the following week did you receive a call
8 or did anything occur with respect to the Hub Core Department?

9 A. Yes, sir. I received a call on Friday night from the
10 plant, from Mr. Bowens, who is the--

11 Q. Was that Friday night following July the 29th?

12 A. Yes, sir.

13 Q. Do you know the date?

14 A. No, sir, I don't.

15 Q. Well, just a minute. Let me get you a calendar.

16 A. I think I have one here.

17 Q. All right.

18 A. No, I don't have one for '66.

19 MR. SEAY: Well--

20 TRIAL EXAMINER: Here. July 29th was on a Friday.

21 THE WITNESS: All right. And it was the following
22 Friday night.

23 TRIAL EXAMINER: That would be August 5.

24 THE WITNESS: That would be August the 5th, yes, sir.

25 Q. (By Mr. Seay) All right.

1 A. I received a call from Mr. Bowens, and this was somewhere
2 after 10:00 o'clock, stating that--

3 Q. Is that 10:00 p.m.?

4 A. 10:00 p.m.

5 Q. All right.

6 A. (Continuing) Stating that the hub core people had all
7 left their jobs except one, I believe he said, and he was
8 asking advice as to what to do to complete the night's pro-
9 duction.

10 Q. All right. Was that Pete Bowens?

11 A. Yes, sir.

12 Q. Who is Pete Bowens?

13 A. He's foreman of the Hub Core Department.

14 Q. All right.

15 A. He is General Foreman of the Hub Core Department.

16 Q. He's the general foreman?

17 A. Yes, sir.

18 Q. All right.

19 Now does he have another foreman under him?

20 A. Yes, sir. He had a Mr. Barrett and a Mr. Hicks.

21 Q. All right.

22 Now state what you told Mr. Bowens on that occasion.

23 A. Well, I first called the other plant and asked them to
24 send some help down to man the machines that it was necessary
25 to man for that night, as we were continuing our operation

1 on through until 4:00 a.m. on Saturday morning.

2 Then I got in my car and drove on out to the other plant
3 and talked to the Core Room Foreman down there and sent some
4 people on up to man the machines.

5 Q. Did you or not have any of your pipe machine production
6 stopped that night for want of hub cores?

7 A. One of our machines run out of cores and was down about
8 45 minutes.

9 Q. That night?

10 A. That night, yes, sir.

11 Q. All right.

12 MR. ECKHARDT: This is August the 5th?

13 MR. SEAY: Yes.

14 Q. (By Mr. Seay) Now when did you next have a discussion
15 with--

16 Did you see Pete Bowens out there that night?

17 A. No, sir. I didn't see Pete that night.

18 Q. When did you first see him and have a discussion with
19 him?

20 A. I talked with him again that night from the other plant,
21 after we got the help we needed, and asked him to be in my
22 office the next morning, he and Mr. Barrett, to discuss the
23 situation.

24 Q. All right.

25 Now did you then meet with him and Mr. Barrett the next

1 day?

2 A. Yes, sir.

3 Q. All right.

4 A. We met in my office about 10:00 o'clock on Saturday
5 morning, and that would have been August the 6th.

6 Q. Yes. All right.

7 Now without attempting to tell the Examiner the exact
8 words that were said, or the complete conversation, would you
9 please retell for us what took place and what was said by you
10 on this occasion with respect to the situation that you were
11 confronted with in the Hub Core Department with these people
12 having walked out, and state whether you knew how many there
13 were, and give the details about?

14 A. Well, in making up the two shifts relative to the three
15 shifts operation schedule I had asked Mr. Bowens to schedule
16 his people in the department according to their inversed hire
17 date and to make sure that he went right down the line in that
18 order.

19 So we had several people that were scheduled to go out
20 of that department into other departments.

21 Well, I asked him that morning to make me a new schedule
22 showing the replacement of these people and not scheduling
23 the people out of the department.

24 TRIAL EXAMINER: When were they supposed to be scheduled
25 out?

1 THE WITNESS: They were supposed to be scheduled out
2 of the department as of Monday.

3 TRIAL EXAMINER: That would be--

4 THE WITNESS: August the 8th.

5 TRIAL EXAMINER: The 8th?

6 THE WITNESS: Yes, sir.

7 TRIAL EXAMINER: And you decided then to set up a new
8 schedule effective August the 6th? That would be Saturday.

9 THE WITNESS: We decided to make that schedule up on
10 Saturday, yes, because this department started to work on
11 Sunday night, which would be August the 7th.

12 TRIAL EXAMINER: Oh, the 7th?

13 THE WITNESS: Yes, sir.

14 TRIAL EXAMINER: All right.

15 Q. (By Mr. Jeay) You gave the instructions on August the
16 6th?

17 A. Yes, sir.

18 Q. All right.

19 Now do you know whether or not Mr. Bowens followed your
20 instructions?

21 A. Yes, sir. I was up in Mr. Bowens' office on Sunday
22 morning, somewhere around 10:00 o'clock, and he was working
23 on this schedule.

24 Q. All right.

25 A. And he said that he did have sufficient people to

1 schedule into those jobs by not scheduling any out of the
2 department, and he had his plans almost completed.

3 Then when I called him later that afternoon he said he
4 did have them completed and that it was all right.

5 TRIAL EXAMINER: That was Sunday?

6 THE WITNESS: Sunday morning.

7 TRIAL EXAMINER: August the 7th?

8 THE WITNESS: August the 7th.

9 Q. (By Mr. Seay) Would you now please explain whether or
10 not it was part of Mr. Bowens' duty to take a core count in
11 his department?

12 A. We were operating three shifts and--

13 Q. Well, just explain first whether or not that's his duty?

14 A. Yes, that's his duty.

15 Q. Now, why is that important?

16 A. Well, as we have so many different pipe sizes running at
17 one time, and sometimes we would be running maybe three
18 machines on the same size core, well, with a limited amount
19 of equipment to make cores at that rate of production, then
20 it was necessary to know exactly what your core count was at
21 all times.

22 Q. I'll right.

23 Now knowing that you made the business decision to phase
24 out the Split Mold "B" following the phasing out of Split
25 Mold "A", what, if anything, was done in your plans about the

1 amount of people in the Hub Core Department and the number
2 of shifts to operate, and, if so, when was it done, when did
3 you have discussions about that?

4 A. Well--

5 Q. Go into that a little bit with the Examiner.

6 A. Well, we had discussed it. Some three or four weeks
7 earlier we had overproduction in the department since we
8 had phased out Split Mold "A", and we had discussed, as soon
9 as we phased out the first shift of Split Mold "B", rearrange-
10 ing the department and going on two shifts rather than three
11 shifts, and also cutting our capacity down some as it wasn't
12 necessary since we weren't needing as many hub cores.

13 Q. And who did you have that discussion with?

14 A. Well, I discussed this with Billy Palmer, who is a
15 Foundry Foreman, Pete Bowens, and also Mr. Barrett and Mr.
16 Hicks, who were all in the Hub Core Department supervision.

17 Q. Was Mr. Hicks a different shift foreman at that time
18 from Mr. Barrett?

19 A. Yes, sir.

20 Q. Was Mr. Barrett the third shift or night shift foreman?

21 A. Yes, sir.

22 Q. All right.

23 A. And Mr. Hicks was the day shift foreman.

24 Q. Yes.

25 A. And both of them worked under Mr. Bowens.

1 Q. Yes. All right.

2 Then when you went to the two shifts on the week of
3 August the 7th, 1966, who were your foremen then?

4 A. When we went to two shifts?

5 Q. Yes.

6 A. Well--

7 Q. I mean, were Hicks and Barrett still--

8 A. They still were the foremen, yes, sir.

9 Q. All right.

10 Now, Mr. Johnson, during July, and that week of July the
11 29th up until August the 5th, and during the month of July,
12 I'm going to ask you how many shifts were working in the
13 pipe production end--that is, in the production end of the
14 plant, the Production Department, spinning these pipes, how
15 many shifts were working?

16 A. Well--

17 Q. Now not in the Hub Core Department, Mr. Johnson, but in
18 the Production Department?

19 A. How many shifts were working?

20 Q. Yes, sir.

21 A. In the regular plant?

22 Q. Yes, sir.

23 A. Well, we were operating two shifts on the other units
24 in the plant, with the exception of one machine.

25 Q. Well, of your hourly paid employees, were most of them

1 on the record.

2 MR. SEAY: OK. All right. Then we'll waive further
3 questions of the witness.

4 TRIAL EXAMINER: All right.

5 You may inquire, Mr. Eckhardt.

6 CROSS EXAMINATION

7 Q. (By Mr. Eckhardt) Now you testified, did you not, Mr.
8 Johnson, that there was a discontinuance of a Split Molt
9 shift on about May the 20th; is that correct?

10 A. It was a Split Mold Machine.

11 Q. Yes. But wasn't there also a discontinuance of one of
12 the two shifts in the Split Mold Department on about that
13 date?

14 A. It was discontinued for both shifts of one machine.

15 Q. Oh, I see. Uh-huh.

16 Well, what happened to those individuals when that shift
17 was discontinued?

18 A. On the Split Mold Machine?

19 Q. Yes. Yes, what else?

20 A. Well--

21 Q. Now I don't mean to be disrespectful to you, sir, but
22 we'd like to get along with this.

23 A. Well, I couldn't tell you where all those people went.

24 Q. Uh-huh.

25 A. When we phase out a machine we sent down and back the

1 people up into any department where we need people to man it.

2 Q. Uh-huh. Do you know--

3 A. I couldn't tell you where all those people went. No, sir.

4 Q. Do you know if any notice was given to the union about
5 the discontinuance of one of the two shifts in the Split Mold
6 Department on May the 20th, 1966?

7 A. No, sir. I wouldn't know that.

8 Q. All right. You don't know that, whether it was or not?

9 A. No, sir.

10 Q. All right.

11 TRIAL EXAMINER: Well, it's been stipulated they weren't
12 given notice.

13 MR. ECKHARDT: All right.

14 Q. (By Mr. Eckhardt) How many employees were employed on
15 those shifts that were discontinued on May 20th, approximately?

16 A. On the machine itself, or the people that finished with
17 the machine when--

18 Q. The people that the discontinuance affected, about how
19 many were involved?

20 A. Well, it would be approximately--with ten people on the
21 production of the machine, it would be around 20 people, 18
22 or 20 people--

23 Q. Uh-huh.

24 A. --per shift.

25 Q. I see.

1 A. So this would be between 35 and 40 people.

2 Q. I see. All right.

3 Now you say you don't know where all of those people
4 were reassigned to?

5 A. No, sir, I don't.

6 Q. Do you know where most of those people were reassigned?

7 A. No, sir, I do not.

8 Q. Well, now don't you have responsibility for knowing where
9 people are working at all times?

10 A. I have 14,000 people.

11 Q. Well, who would know that?

12 A. And I can't--

13 Q. Who in the company would know that?

14 A. Well, this would--we'd have to go back to the department
15 and we'd have to go back to records to find out where they
16 went.

17 Q. Now did the strike that was going on in May of 1966, have
18 any effect on your decision to discontinue these shifts in the
19 Split Mold Department on May the 20th, 1966?

20 A. No, sir.

21 Q. I see.

22 TRIAL EXAMINER: May 24th they were discontinued.

23 A. (Continuing) No, sir, it did not.

24 MR. ECKHARDT: Excuse me?

25 TRIAL EXAMINER: They were discontinued on May 24th.

1 Q. (By Mr. Eckhardt) Is that correct, Mr. Johnson?

2 THE WITNESS: May 20th.

3 TRIAL EXAMINER: May 20th?

4 THE WITNESS: May 20th.

5 TRIAL EXAMINER: I'm sorry.

6 THE WITNESS: I believe that's right, May 20th. Yes,
7 sir.

8 TRIAL EXAMINER: All right. I beg your pardon.

9 Q. (By Mr. Eckhardt) So your answer is that it did not?

10 A. No, sir.

11 Q. The strike had absolutely nothing to do with the dis-
12 continuance of--was it one shift or two shifts?

13 A. It was two shifts on one machine.

14 Q. All right.

15 A. It was one complete machine.

16 Q. Yeah. All right.

17 Now you had about 35 employees that had to be moved at
18 that time?

19 A. Yes, sir.

20 Q. And were they moved to other departments in the plant,
21 in the facility out there at Swan?

22 A. Yes, sir.

23 Q. But still they continued to work for the Tyler Pipe and
24 Foundry Company, didn't they?

25 A. All of them?

1 Q. As far as you know?

2 A. As far as I know, yes, sir.

3 Q. Yes. Uh-huh.

4 TRIAL EXAMINER: None of them were laid off?

5 THE WITNESS: No, sir. We had no layoff, not to my
6 knowledge.

7 Q. (Ny Mr. Eckhardt) All right. Now let's go to the dis-
8 continuance of--

9 Now that change that you've just referred to involved
10 Split Mold "A", is that right, Split Mold Machine "A"?

11 A. Yes, sir.

12 Q. And July 29th, you had a discontinuance of another shift,
13 isn't that correct?

14 A. Yes, sir.

15 Q. And that involved Split Mold "B", is that correct?

16 A. One shift of Split Mold "B".

17 Q. Uh-huh. I see.

18 When did you make your decision to discontinue the shift
19 on July the 29th, 1966?

20 A. (No response.)

21 Q. When did the company make that decision?

22 A. Well, I think this decision had been made back in the
23 spring that we would phase each one of them out.

24 Q. But when--

25 A. We had made the decision to phase both of them out.

1 Q. Uh-huh.

2 A. But as to the date we were going to phase it out, well,
3 it was made approximately two or three weeks earlier.

4 Q. In other words, two or three weeks before July 29th you
5 made your firm decision to discontinue Split Mold "B"?

6 A. Yes, sir.

7 Q. Is that correct?

8 A. Yes, sir.

9 Q. Do you know if the union was notified?

10 A. No, sir, I don't know.

11 Q. I see.

12 TRIAL EXAMINER: It's stipulated they weren't.

13 Is that correct, Mr. Seay?

14 MR. SEAY: Right. They were not notified.

15 MR. ECKHARDT: All right. Thank you.

16 I don't think there was a stipulation about the decision,
17 when the decision was made.

18 TRIAL EXAMINER: Well--

19 MR. ECKHARDT: And that would also be, under the Town &
20 Country case, a legitimate--

21 TRIAL EXAMINER: Well, the point is, the stipulation did
22 not separate the decision to the closing out.

23 MR. ECKHARDT: That's correct.

24 TRIAL EXAMINER: It included everything, as I understand
25 it.

1 Is that right, Mr. Seay?

2 MR. SEAY: I don't understand you there.

3 TRIAL EXAMINER: In other words, neither the decision
4 nor the actual fact was--on neither of these things was the
5 union given notice.

6 MR. SEAY: They were not.

7 TRIAL EXAMINER: That's right.

8 MR. ECKHARDT: All right.

9 Q. (By Mr. Eckhardt) Is the same thing true of the decision
10 to discontinue the shifts on May 20th; do you know about when
11 that decision was made?

12 A. Well, Mr. Eckhardt, this was made, I think, about two or
13 three months earlier.

14 Q. I see.

15 A. We were having tremendous problems with the product and
16 in keeping the machine running.

17 Q. I see.

18 A. The quality of the pipe and the requirements for finish-
19 ing it, we were having tremendous problems with that--

20 Q. Yes.

21 A. --plus keeping our molds in repair. Our molds were
22 fatiguing fast. They weren't--

23 Q. Well, when did your decision crystallize into something
24 firm with respect to the May 20th discontinuance?

25 A. Well, that--

1 Q. Approximately?

2 A. Approximately, oh, two or three months earlier than that.

3 Q. I see.

4 A. We were having to keep all of the machine shop tied up
5 on parts for this machine. It was affecting all of our other
6 machines.

7 Q. Uh-huh. I see.

8 MR. ECKHARDT: May we have a stipulation that the decision
9 to discontinue the shifts on May 20th was made approximately
10 three months before May 20th, 1966, and that the union was
11 not notified?

12 MR. SEAY: The union was not notified.

13 The witness has testified about the discontinuance, and
14 we'll stand on his testimony.

15 MR. ECKHARDT: Well--

16 MR. SEAY: But the union was not notified.

17 MR. ECKHARDT: Well, he wouldn't know.

18 TRIAL EXAMINER: Well, he doesn't know.

19 MR. GREENE: Well, we'll stipulate that the union was
20 not notified.

21 MR. ECKHARDT: Of that decision prior to May 20th?

22 MR. GREENE: Right.

23 MR. ECKHARDT: All right.

24 MR. SEAY: Now I understood the witness to say that it
25 was made several weeks or a couple of months before.

1 If that's what he said, I'll stipulate to that.

2 TRIAL EXAMINER: All he's interested in is was the union
3 notified, and you've stipulated that the union was not noti-
4 fied.

5 Q. (By Mr. Eckhardt) It was several months before May 20th,
6 wasn't it, that--

7 A. No.

8 Q. --that the firm decision was made to discontinue the--

9 A. I would say it was probably two months.

10 Q. Before May 20th?

11 A. Yes, sir. I can't tell you exactly.

12 Q. Yes. All right.

13 Now is it your testimony, Mr. Johnson, that Split Mold
14 Machine "A" or Split Mold Machine "B" made this long pipe
15 in front of you, the one that's about three feet long?

16 A. No, sir.

17 TRIAL EXAMINER: No.

18 MR. ECKHARDT: Well, what is the relevance of this pipe?
19 Now I don't get that.

20 MR. GREENE: Well, if you don't get it let's go on to
21 something else.

22 TRIAL EXAMINER: As I understand it, this takes the place
23 of the entire process, this double barrel thing takes the
24 place of the entire process involved in the hub core and these
25 two pieces of pipe.

1 MR. ECKHARDT: Uh-huh.

2 Q. (By Mr. Eckhardt) Do you have any pipe in front of you
3 that's made by either Split Mold "A" or Split Mold "B"?

4 A. I do not have.

5 Q. I see.

6 MR. SEAY: Do you have one in the courtroom?

7 THE WITNESS: Yes, sir.

8 MR. SEAY: All right. Here it is.

9 MR. ECKHARDT: I didn't ask for it.

10 MR. SEAY: Well, you asked him if he had one.

11 MR. ECKHARDT: I asked him if he had it. I didn't ask
12 him for it.

13 MR. SEAY: Well, he's got it now.

14 MR. ECKHARDT: Well, that's wonderful.

15 You can use that on Redirect.

16 TRIAL EXAMINER: OK.

17 Q. (By Mr. Eckhardt) Now let's go to this--

18 Well, when did you-- Well, withdraw that.

19 Who made the decision to lay off employees on or about
20 August the 5th, 1966?

21 A. I have no knowledge of any decision being made to lay
22 any employees off.

23 Q. Oh, there was no decision made then, by Tyler Pipe at
24 any time before August the 5th, 1966, to lay off anybody in
25 the future?

1 A. Well, I wouldn't say that there was no decision not to
2 lay anyone off in the future. But--

3 Q. Well, what do you know about it?

4 A. But we did not plan any layoffs at that time. No, sir.

5 Q. Well, you didn't have any expectation whatsoever of
6 any layoff prior to August the 5th, 1966, in any department
7 of Tyler Pipe?

8 A. We had no plans--

9 Q. Well, did you--

10 A. --laid to lay men off.

11 Q. Well, did you even talk about it?

12 A. Not to my knowledge.

13 MR. GREENE: Object.

14 Q. (By Mr. Eckhardt) Well, were you ever consulted prior
15 to--

16 TRIAL EXAMINER: Overrule the objection.

17 Q. (By Mr. Eckhardt) Were you ever consulted by any of
18 your superiors at Tyler Pipe and Foundry Company, Mr. Johnson
19 or any of your subordinate supervisors at Tyler Pipe and
20 Foundry Company prior to August the 5th, 1966, about a
21 decision to lay anybody off?

22 A. About--

23 Q. To lay anybody off after August the 5th?

24 TRIAL EXAMINER: He said he had no plans to lay off.

25 MR. ECKHARDT: Thank you.

1 TRIAL EXAMINER: Is that correct?

2 THE WITNESS: We had no plans to lay anyone off.

3 We had plans to make some transfers.

4 MR. ECKHARDT: Oh, I see. Thank you.

5 Q. (By Mr. Eckhardt) Then you did--

6 A. We had plans to make transfers as far as we could. Then
7 we were going to look at it from there.

8 Q. Uh-huh.

9 A. Then if we had to lay someone off, well, we would.

10 Q. Uh-huh. I see.

11 So if the walkout hadn't occurred on August the 5th,
12 about August the 5th, nobody would have been laid off, is
13 that correct?

14 A. I didn't say that.

15 Q. Well, tell us what the facts are about that, then?

16 A. We had planned to transfer these people into other depart-
17 ments.

18 Q. What people?

19 A. The people that were going out of the Hub Core Depart-
20 ment into other departments until we could see that our Hub
21 Core Department was properly manned and was working well,
22 and then we were going to look at it from there.

23 Q. Oh, I see. Uh-huh.

24 Then Mr. Love--what were your plans before August 5th
25 for Mr. Love and Mr. Clay and Miss Johnson and Miss--for the

1 various people that walked out on August the 5th? What were
2 your plans for those individuals prior to August the 5th,
3 1966?

4 A. (No response.)

5 Q. What would you have done with them had they not walked
6 out?

7 A. I would have left them in the Hub Core Department.

8 Q. Uh-huh. I see. Right where they were before?

9 A. Probably not on the same job, but in the same department.

10 Q. I see. But you did have some schedules prepared by Mr.
11 Bowens, is that correct?

12 A. Yes, sir.

13 Q. Do you have those with you, Mr. Johnson?

14 A. I don't have them, no, sir.

15 Q. Could you obtain them?

16 A. Could I?

17 Q. Yes, now.

18 A. Could I obtain them?

19 Q. Yes, now?

20 A. I Probably could go get them.

21 Q. Well, would you?

22 MR. SEAY: We've got some schedules. We were planning
23 on--

24 MR. GREENE: We were going to put them on through
25 another witness--

1 MR. ECKHARDT: Well, I--

2 MR. GREENE: --but if he's going to insist on doing it
3 now--

4 MR. ECKHARDT: I know of no better way.

5 TRIAL EXAMINER: He's asked for them. Give them to him.

6 MR. SEAY: Get the big ones and bring them in here.

7 MR. ECKHARDT: May I have the first schedule that was
8 prepared by Mr. Bowens, Mr. Greene?

9 TRIAL EXAMINER: Well, Mr. Greene wouldn't know.
10 Why don't you ask this witness?

11 MR. ECKHARDT: Well, before you show it to the witness
12 could I have it.

13 I mean, I'd like to use it on cross examination.

14 MR. SEAY: Well, now, we're going to show it to the
15 witness.

16 We're not going to produce anything for you to sit back
17 there and not show it to the witness.

18 MR. ECKHARDT: Well, I will in due course.

19 MR. GREENE: We object now to this procedure.

20 TRIAL EXAMINER: He has asked for certain information
21 and the witness said--

22 MR. ECKHARDT: Would the reporter please mark this for
23 identification as GC 66?

24 (The document above-referred to
25 was marked General Counsel's
Exhibit No. 66 for identifica-
tion.)

1 Q. (By Mr. Eckhardt) I hand you GC 66, Mr. Johnson, and
2 ask you if you have ever seen that before--

3 A. Yes.

4 Q. --and, if so, who prepared it?

5 A. I've seen it before.

6 Q. Uh-huh.

7 A. I don't know who prepared it.

8 Q. Wasn't that prepared by Mr. Bowens?

9 A. He had a schedule that was prepared. Probably this is
10 taken from it.

11 Q. I see.

12 MR. ECKHARDT: May we have the schedule that Mr. Bowens
13 prepared?

14 MR. SEAY: Here you are.

15 MR. ECKHARDT: Thank you, Mr. Seay.

16 Will the reporter please mark this as GC 67?

17 (The document above-referred to
18 was marked General Counsel's
Exhibit No. 67 for identification.)

19 MR. GREENE: We've got some smaller type things that
20 would be better to introduce into the record.

21 MR. SEAY: Mr. Examiner, we might suggest--

22 MR. ECKHARDT: Well, excuse me. The reporter can't take
23 it down while she's marking.

24 MR. GREENE: How do you know she can't?

25 MR. ECKHARDT: Well, she's got--

1 MR. SEAY: We might suggest, Mr. Examiner, that these are
2 enlarged charts for the benefit of the witness and the Examiner
3 and Counsel, but we have smaller ones on a letter-size page
4 of the same thing, which could go in the record, if you'll
5 let that be marked "A" and then withdraw the larger chart.

6 MR. ECKHARDT: Would the reporter please mark this as
7 GC 68?

8 (The document above-referred to
9 was marked General Counsel's
10 Exhibit No. 68 for identifica-
11 tion.)

12 MR. ECKHARDT: And this as GC 69?

13 (The document above-referred to
14 was marked General Counsel's
15 Exhibit No. 69 for identification.)

16 MR. ECKHARDT: Now can I proceed?

17 TRIAL EXAMINER: Yes. Go ahead.

18 Q. (By Mr. Eckhardt) Mr. Johnson, would you identify GC 68
19 and GC 69, for identification?

20 A. Yes.

21 Q. Tell us what those are and whether or not those were
22 prepared under your instructions by Mr. Bowens?

23 A. Yes, sir. They were prepared under my instructions by
24 Mr. Bowens.

25 Q. And which was the first schedule that was prepared prior
to Saturday morning?

A. It would be GC 69.

1 Q All right.

2 TRIAL EXAMINER: GC 69 is the same as GC 66?

3 MR. ECKHARDT: Well, I didn't intend to offer those,
4 Mr. Examiner.

5 THE WITNESS: Yes, that's the same.

6 TRIAL EXAMINER: All right. I just wanted the record
7 to show it.

8 THE WITNESS: Yes, sir. That's right.

9 Q (By Mr. Eckhardt) Do you know when GC 69 was completed,
10 approximately, just to the best of your recollection in point
11 of time?

12 A. Oh, approximately a week before.

13 Q Before August the 5th?

14 A. Yes.

15 Q I see.

16 A. No, it would be a little over a week.

17 Q A little over a week?

18 A. Yes, because they had been talking with the people dur-
19 ing this week of August the 5th. So it would have been the
20 week prior to that week.

21 Q I see. All right.

22 And do you know when GC 68 was completed?

23 A. This was completed--

24 Q Approximately?

25 A. It was Sunday afternoon.

1 Q. Late?

2 A. On August the 7th.

3 Q. When was it handed to you?

4 A. It wasn't handed to me.

5 Q. Well, when--

6 A. Mr. Bowens and I discussed the scheduled replacements
7 and--

8 Q. When did you have that discussion?

9 A. It was Sunday morning, about 10:00 o'clock.

10 Q. I see.

11 A. And he was almost finished with it then.

12 Q. But you don't, of your own personal knowledge, know
13 when Mr. Bowens finally completed GC 68, then, do you?

14 A. No, sir, I don't.

15 Q. Thank you.

16 A. But he told me he had it completed that afternoon when
17 I called him back.

18 Q. I see.

19 A. So it was sometime that afternoon.

20 Q. That was approximately what time?

21 A. Oh, 2:00 o'clock.

22 Q. And that was Sunday, August the 7th?

23 A. Yes, sir.

24 MR. SEAY: And what is the exhibit number on that, Mr.
25 Eckhardt, the one you were just talking about that was

1 completed at 2:00 o'clock?

2 Q. (By Mr. Eckhardt) The one you just testified about is
3 GC 68?

4 A. It's GC 68, yes, sir.

5 Q. All right.

6 MR. SEAY: Yes.

7 TRIAL EXAMINER: And GC 68 is the same as GC 67?

8 THE WITNESS: Yes, sir, I think so. Let me check.

9 Yes, sir. Yes, sir, it is.

10 TRIAL EXAMINER: All right.

11 MR. ECKHARDT: Could I have a few moments, Mr. Examiner,
12 to examine these documents?

13 TRIAL EXAMINER: Well, I want to ask one question before
14 you do.

15 MR. ECKHARDT: All right.

16 TRIAL EXAMINER: You said that on August 8th you had
17 planned a change in the shifts?

18 THE WITNESS: Yes, sir.

19 TRIAL EXAMINER: Had there been a schedule worked out
20 prior to the refusal to work as to who would work on the
21 August 8th shifts?

22 THE WITNESS: Yes, sir. They had been scheduled in this--

23 TRIAL EXAMINER: Where is that one?

24 THE WITNESS: Well, that is the first schedule that you
25 looked at.

1 TRIAL EXAMINER: Well, that shows three shifts, but you
2 said you were going to eliminate a shift on August 8th.

3 THE WITNESS: Well, I don't see that schedule.

4 TRIAL EXAMINER: All right.

5 Where is that? Let's have that schedule.

6 Off the record.

7 (Discussion off the record.)

8 TRIAL EXAMINER: The hearing will be in order.

9 Q. (By Mr. Eckhardt) Now, Mr. Johnson, I hand you GC 69
10 again, and ask you if GC 69 indicates all of the employees
11 of Tyler Pipe and Foundry Company who were working in the
12 Hub Core Department immediately prior to August the 5th, 1966?

13 A. Well, to my knowledge it does.

14 Q. But your knowledge might not be correct, is that right?

15 A. That's right.

16 Q. So some of those employees might not even have been
17 working at Tyler Pipe and Foundry Company immediately before
18 August the 5th, is that correct?

19 A. (No response.)

20 Q. Those that are listed on GC 69?

21 A. Well, I can't answer that question--

22 Q. Well, can you answer--

23 A. --because I'm not familiar with all these names as the
24 men that were in the department.

25 Q. Oh, I see. Uh-huh.

1 So this is just to the best of your recollection?

2 A. To the best of my recollection.

3 Q. To the best of your recollection this is the facts?

4 A. Yes, sir.

5 Q. But isn't it a fact that the Arteagas quit the employ-
6 ment of Tyler Pipe and Foundry Company on about July the 1st,
7 1966?

8 A. Well, I can't anser that question.

9 Q. Could that be true?

10 A. (No response.)

11 MR. SEAY: Mr. Examiner, we will stipulate that L. N.
12 Edwards, A. Arteaga and S. J. Arteaga quit prior to August
13 the 5th, 1966, and that their names had not been off the pay-
14 roll, but that they were in there up until the time that--
15 well, when we were asked for this, you remember, in the early
16 part of the hearing, why, these were the people that were on
17 that payroll immediately prior to August 5th, 1966.

18 Now Edwards, A. Arteaga and S. J. Arteaga were not work-
19 ing the latter part of that week. Just when they quit I don't
20 know. We can get it for you.

21 MR. ECKHARDT: May we have a stipulation that they quit
22 on about July the 1st of 1966--the Arteagas, that is?

23 MR. GREENE: No, that's not right.

24 MR. SEAY: That's not right.

25 They were on this payroll here.

1 MR. ECKHARDT: I see.

2 MR. SEAY: They quit just immediately before, the early
3 part of the week.

4 MR. ECKHARDT: Well, could you give us the company
5 records on that, Mr. Seay, because I have reason to believe
6 that it happened on July 1st, or about that date?

7 TRIAL EXAMINER: OK. While they're looking up the
8 record let's go ahead.

9 THE WITNESS: Well, this schedule that was prepared that
10 we worked from to prepare the two-shift schedule was the week
11 prior of that.

12 Q. (By Mr. Eckhardt) Uh-huh. So you think, then, the
13 Arteagas were working--

14 A. I think they were in there at that time, yes, sir.

15 Q. You think they were working about a week before August
16 the 5th, 1966?

17 A. Yes, sir.

18 Q. I see. Uh-huh.

19 MR. ECKHARDT: May we have the records on the Arteagas?

20 MR. GREENE: We're looking for it, Mr. Eckhardt.

21 TRIAL EXAMINER: Well, they're looking for it.

22 MR. ECKHARDT: All right.

23 TRIAL EXAMINER: Go ahead and continue.

24 MR. ECKHARDT: All right. Thank you.

25 Q. (By Mr. Eckhardt) Now how about L. L. Willis, was she
working on August the 4th, 1966?

1 A. I don't know.

2 Q. In the Hub Core Department?

3 A. I don't know.

4 Q. As a matter of fact, Mr. Johnson, wasn't Leslie Willis
5 working in another department entirely apart from the Hub
6 Core Department prior to August the 5th, 1966?

7 A. I can't answer that. I don't know.

8 Q. And hadn't she been working in another department for
9 approximately two weeks before August the 5th, 1966?

10 A. I can't answer that question.

11 MR. ECKHARDT: May we have the records of the company on
12 Miss Leslie L. Willis?

13 TRIAL EXAMINER: What shift was she on on this GC 66,
14 which is similar to GC 69?

15 THE WITNESS: Here it is, the third shift.

16 TRIAL EXAMINER: The third shift?

17 THE WITNESS: Yes, sir.

18 TRIAL EXAMINER: Oh, yes, the last one, the last name on
19 the third shift.

20 THE WITNESS: Yes, sir.

21 MR. GREENE: I'd like the record to show that I've fur-
22 nished Mr. Eckhardt with the termination notices on the first
23 three people that he requested, the Arteagas and Edwards.

24 TRIAL EXAMINER: All right.

25 MR. ECKHARDT: Thank you.

1 TRIAL EXAMINER: Now how about Willis?

2 MR. GREENE: We're looking for that.

3 MR. SEAY: And we solicit a stipulation on Edwards and
4 the two Arteagas as shown by the company records there, and
5 it will be in the early part of that week, just as I stated.

6 MR. ECKHARDT: Will the reporter please mark these as
7 GC 70, GC 71, and GC 72?

8 (The documents above-referred to
9 were marked General Counsel's
10 Exhibits Nos. 70, 71 and 72 for
11 identification.)

12 TRIAL EXAMINER: And the company records with regard
13 to L. L. Willis show what?

14 MR. GREENE: That she worked the full week of August the
15 30th, and that was her last work.

16 TRIAL EXAMINER: Yeah, but where did she work the week
17 of August the 5th?

18 MR. GREENE: I mean July 30th, I'm sorry.

19 TRIAL EXAMINER: Yeah.

20 MR. GREENE: She didn't work during the week of August
21 5th. She was still on the records, but she did not actually
22 appear and work.

23 TRIAL EXAMINER: Where did she work during the week
24 ending July 30th?

25 MR. ECKHARDT: I'd like to find out when she was referred
out of the Hub Core Department prior to August the 5th.

1 MR. GREENE: On Monday of that week of August the 5th.

2 MR. ECKHARDT: Which would be what date?

3 MR. GREENE: I don't know.

4 TRIAL EXAMINER: That would be August 1.

5 MR. ECKHARDT: May we have a stipulation, then, that
6 Leslie L. Willis was transferred out of the Hub Core Depart-
7 ment on Monday, August the 1st, 1966?

8 MR. GREENE: Right.

9 TRIAL EXAMINER: So stipulated.

10 MR. ECKHARDT: All right.

11 At this time we offer in evidence GC 68, 69, 70, 71 and
12 72.

13 TRIAL EXAMINER: What are they?

14 MR. ECKHARDT: They explain the discrepancies--

15 TRIAL EXAMINER: Well, no, never mind.

16 What is each one?

17 MR. ECKHARDT: Oh, all right.

18 GC 72 is Edwards' termination notice.

19 GC 71 is Arteaga--I can't--it's one of the Arteagas'.

20 GC 70, for identification, is Angie Arteaga's termina-
21 tion notice.

22 TRIAL EXAMINER: All right.

23 Now about this item here? Are you going to--

24 MR. ECKHARDT: I haven't yet had it identified.

25 Could we handle what I have just offered?

1 TRIAL EXAMINER: Yeah. All right.

2 Any objection to the admission of--

3 MR. ECKHARDT: 68 through 72.

4 TRIAL EXAMINER: No, it's not.

5 MR. ECKHARDT: Well, here's 68.

6 TRIAL EXAMINER: OK. Yeah, 68 through 72.

7 Any objection to admission to 68 through 72?

8 MR. SEAY: Let me just be sure that I see what they are.

9 Did you get the other schedule--

10 TRIAL EXAMINER: 68, 69, 70, 71, and 72.

11 He hasn't introduced the other one yet.

12 MR. ECKHARDT: Well, if we can get that in now--

13 MR. SEAY: Yes. I think it ought to be in now.

14 MR. ECKHARDT: All right.

15 Will the reporter please mark this as GC 73?

16 (The document above-referred to
17 was marked General Counsel's
Exhibit No. 73 for identification.)

18 TRIAL EXAMINER: 73 being what?

19 MR. ECKHARDT: Well, could we have a stipulation--

20 TRIAL EXAMINER: 73 is the schedule I asked for. It is
21 the proposed schedule--

22 THE WITNESS: Proposed two-shift schedule.

23 TRIAL EXAMINER: Proposed two-shift schedule in line with
24 your--

25 THE WITNESS: Reduction in our--

1 TRIAL EXAMINER: --reduction contemplated on August 6.

2 THE WITNESS: Yes, sir.

3 TRIAL EXAMINER: And GC 66 is the schedule that was put
4 into effect because of the walkout?

5 THE WITNESS: Right. Yes, sir.

6 TRIAL EXAMINER: All right.

7 THE WITNESS: And that was on the--

8 TRIAL EXAMINER: In other words, therefore GC--

9 THE WITNESS: This was the schedule that was supposed to
10 go into effect.

11 TRIAL EXAMINER: Yeah. Therefore GC 73 was never put
12 into effect?

13 THE WITNESS: No, sir, it never was put into effect.

14 TRIAL EXAMINER: All right.

15 MR. SEAY: That's agreeable.

16 MR. ECKHARDT: All right.

17 MR. SEAY: And no objection to the introduction of those
18 documents into evidence.

19 MR. ECKHARDT: All right.

20 I also offer GC 73, for identification, in evidence.

21 TRIAL EXAMINER: Yes. All right.

22 There's no objection to the admission of GC 66 through
23 73, is that right, Mr. Seay?

24 MR. SEAY: No objection.

25 TRIAL EXAMINER: Therefore they are admitted in evidence.

PETE BOWENS

was called as a witness by and on behalf of the Respondent and, having been first duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Take a seat, please, and state your full name and address.

THE WITNESS: Pete Bowens, 3434 Market Street, Tyler, Texas.

MR. SEAY: Now let me interrupt just a minute, Mr. Examiner?

TRIAL EXAMINER: All right.

MR. SEAY: I want to offer in evidence--I'm not sure I did so--I want to offer into evidence on behalf of the company Respondent's Exhibits 14(a) to 14(d), inclusive, and Respondent's Exhibit 15, which has previously been identified by the witness.

TRIAL EXAMINER: 14 (a) through (d) will be the photographs of the physical exhibits.

That's understood by the parties?

MR. SEAY: Yes.

MR. ECKHARDT: Yes.

TRIAL EXAMINER: Any objection?

MR. ECKHARDT: No objection.

TRIAL EXAMINER: Respondent's 14(a) through (d) are admitted in evidence, as is Respondent's 15.

1 and save time.

2 MR. ECKHARDT: Yeah. All right.

3 TRIAL EXAMINER: All right. Proceed, Mr. Seay.

4 MR. SEAY: Mr. Greene will take this witness.

5 TRIAL EXAMINER: All right.

6 DIRECT EXAMINATION

7 Q (By Mr. Greene) Mr. Bowens, by whom are you employed?

8 A. Tyler Pipe and Foundry Company.

9 Q In what capacity?

10 A. Supervisor.

11 Q In what department?

12 A. Permanent Mold and Shell Core Department.

13 TRIAL EXAMINER: You'll have to keep your voice up.

14 THE WITNESS: Permanent Mold and Shell Core Department.

15 Q (By Mr. Greene) Permanent Mold and Shell Core Depart-
16 ment?

17 A. Yes, sir.

18 Q Is the Hub Core Department a division of your overall
19 department?

20 A. Yes, sir.

21 Q All right.

22 Now, Mr. Bowens, do you recall sometime prior to August
23 5, 1966, a discussion whereby there was going to be a change
24 of the method of operating the shifts in the Hub Core Depart-
25 ment?

1 ... Yes.

2 Q All right. What was that? How was that change going
3 to be?

4 A Well, we was going from three 8-hour shifts to two 10-
5 hour shifts.

6 Q All right.

7 Now in making that change were you going to require the
8 same number of employees?

9 A No, sir.

10 Q All right. Were you going to require less?

11 A A few, yes, sir.

12 Q Fewer employees?

13 A Fewer, yes.

14 MR. ECKHARDT: I object to leading the witness.

15 Why doesn't he ask him what the change was?

16 TRIAL EXAMINER: Well, it's leading, but I don't think
17 there's any harm done.

18 I'll overrule the objection.

19 Q (By Mr. Greene) I hand you a copy of General Counsel's
20 Exhibit No. 73, and ask you to look at that.

21 A Yes.

22 TRIAL EXAMINER: May I see that?

23 THE WITNESS: Yes, sir.

24 TRIAL EXAMINER: All right.

25 Q (By Mr. Greene) Now does that reflect the proposed

1 change that you were going to institute?

2 A. Yes, sir.

3 Q. All right.

4 A. As I've already said, yes, sir.

5 Q. All right.

6 Now did you prepare this, or was this prepared under
7 your direction?

8 A. I was in on it, yes, sir.

9 Q. All right.

10 I hand you a copy of General Counsel's Exhibit No. 60,
11 Mr. Bowens, and ask you to look at that.

12 A. Yes. Uh-huh.

13 Q. Was this prepared with your assistance and under your
14 direction?

15 A. Yes, sir.

16 Q. All right.

17 Would you describe to the Trial Examiner just exactly
18 what General Counsel's Exhibit No. 73 and General Counsel's
19 Exhibit No. 69 reflect; what do they represent?

20 A. Well, this 73 represents the way it would take in effect
21 with the two 10-hour shifts as of August the 7th, 1966.

22 This was prior to August the 7th, 1966, the three shifts,
23 three 8-hour shifts.

24 Q. Well, what's the difference in 73 and 69?

25 A. Well, the 73 was the new two 10-hour shifts to go into

1 effect August 7th, 1966.

2 The 69 was the old type of operation where we were
3 operating three shifts.

4 Q. All right.

5 TRIAL EXAMINER: Of how many hours each?

6 THE WITNESS: 8-hour shifts.

7 TRIAL EXAMINER: That's 40-hour shifts?

8 THE WITNESS: 40-hour shifts, yes.

9 TRIAL EXAMINER: Or 48?

10 THE WITNESS: Well, if the plant worked overtime, why,
11 it would be 48 on this old one.

12 On 69 it would be 50. If the plant ran 50 hours on
13 overtime, well, the Hub Core would get 50 hours overtime
14 on two shifts.

15 TRIAL EXAMINER: Well, the point is, on looking at 69,
16 were they working overtime?

17 THE WITNESS: Yes, sir. Yes, 48 hours.

18 TRIAL EXAMINER: So, therefore, you were actually work-
19 ing three 48-hour shifts?

20 THE WITNESS: Three 48-hour shifts.

21 TRIAL EXAMINER: Is that right?

22 THE WITNESS: Yes, sir.

23 TRIAL EXAMINER: OK.

24 Q. (By Mr. Greene) So 69 reflects the method of operation
25 prior to the proposed change?

1 A. Yes.

2 Q. And 73 represents the two 10-hour shifts?

3 A. Right.

4 Q. All right.

5 Now prior to the actual change to the three 8-hour shifts
6 per day did anything take place by way of a walkout in the
7 Hub Core Department?

8 TRIAL EXAMINER: You mean the two 10-hour shifts?

9 MR. GREENE: I mean the two 10-hour shifts.

10 TRIAL EXAMINER: Yes.

11 A. Yes, sir.

12 Q. (By Mr. Greene) All right. Would you describe what
13 you know about that?

14 A. Well, on this Friday--

15 Q. Which Friday was that?

16 A. This was August the 5th.

17 Q. All right. Go ahead.

18 A. On this Friday, somewhere approximately around 10:15,
19 Mr. Butch Barrett called me. I was at home. I had left the
20 plant and was off duty.

21 Q. Was this at night?

22 A. This was at night.

23 Q. All right.

24 A. About 10:15 p.m., he called me and told me what happened.
25 Well, I came on straight to the foundry that same

1 afternoon. I arrived in about five or six minutes after he
2 called me to the plant gate.

3 Q. All right. Go ahead.

4 A. I went on in, inside the plant, talked to Mr. Butch
5 Barrett, went over to the Hub Cores where Mr. Butch Barrett
6 was, and had a talk with Mr. Butch Barrett. I asked him and
7 he told me what happened word for word.

8 He told me that seven people had walked off, had refused
9 to work that night, that they didn't want to work that night.

10 They were shorthanded. There was five other people
11 that was out, absent.

12 MR. ECKHARDT: Object to the hearsay.

13 TRIAL EXAMINER: This is your conversation with whom?

14 THE WITNESS: Mr. Butch Barrett.

15 MR. ECKHARDT: Yes, but--

16 TRIAL EXAMINER: And he's the foreman?

17 THE WITNESS: He was the foreman over the second and
18 third shifts at this time.

19 MR. ECKHARDT: Yes, but this is second-hand testimony
20 as to what actually happened on August the 5th.

21 TRIAL EXAMINER: Well, this is what was told him. I'll
22 weight it accordingly.

23 I'll overrule the objection.

24 Go ahead.

25 Q. (By Mr. Greene) Go ahead, Mr. Bowens.

1 A. Mr. Butch Barrett told me that five people would not
2 show up that night, that they was out. That was around 10:20
3 or 10:25 when I was talking to Mr. Butch Barrett.

4 MR. ECKHARDT: How many?

5 TRIAL EXAMINER: How many?

6 THE WITNESS: He said that five hadn't shown up to work
7 at 10:00 o'clock that night.

8 Well, that was besides the seven people that had already
9 walked out before I got inside the plant.

10 Q. (By Mr. Greene) In other words, there was five that
11 hadn't shown up to work that night?

12 A. Yes.

13 Q. And seven, in addition to the five, that had walked off
14 the job?

15 A. Yes.

16 Q. Is that right?

17 A. Right.

18 Q. All right.

19 A. Mr. Butch Barrett told me that he guessed they quit,
20 that he didn't know what other way to take it but that they
21 quit. They refused to work. They didn't want to work that
22 night.

23 We was operating then a 50-hour week inside the plant.
24 The spinners and all was going to operate that night, was
25 operating that night, and was going to operate until the

1 next morning at 4:00 a.m.

2 Q. All right.

3 Now after talking with Mr. Baird, did you have a dis-
4 cussion with Mr. Johnson?

5 MR. ECKHARDT: You mean Mr. Barrett?

6 MR. GREENE: I mean Mr. Barrett. Yes.

7 Q. (By Mr. Greene) Did you then have a discussion with Mr.
8 Johnson?

9 A. After that?

10 Q. Yes.

11 A. Yes, sir.

12 Q. When did that take place?

13 MR. ECKHARDT: Object to leading the witness.

14 He gives the name of the man and then says, "Did you
15 have a discussion?"

16 TRIAL EXAMINER: All right. "What did you do then?"

17 Let's go on.

18 MR. GREENE: I'm just trying to save a little time.

19 TRIAL EXAMINER: Yes, I think so.

20 I overruled the objection.

21 Go ahead.

22 Q. (By Mr. Greene) Go ahead, Mr. Bowens.

23 A. Well, I immediately talked to the plant foreman at
24 that time, who was Mr. Vito Fallacaro.

25 TRIAL EXAMINER: How do you spell that?

1 MR. GREENE: Vito, V-i-t-o, Fallacaro, F-a-l-l-a-c-a-r-o.

2 MR. ECKHARDT: I didn't get it all. That was V-i-t-o--

3 MR. GREENE: That is his first name.

4 MR. ECKHARDT: All right. And his last name?

5 MR. GREENE: F-a-l-l-a-c-a-r-o.

6 MR. ECKHARDT: Thank you.

7 Q. (By Mr. Greene) Go ahead, Mr. Bowens.

8 A. I talked to Mr. Vito Fallacaro and I asked him had he
9 tried to get ahold of Mr. Boe Johnson. He said he had tried
10 to call him, but that he couldn't get Mr. Boe Johnson at his
11 house.

12 So I went to trying to get ahold of Boe and I didn't get
13 no answer. Well, I waited about fifteen or twenty minutes
14 and then I tried to call Boe Johnson again.

15 Q. Did you finally talk to him?

16 A. Yes, sir.

17 Q. All right.

18 Now what did you say to him and what was your discussion?

19 A. I told him exactly what I was told by Mr. Butch Barrett.

20 Q. And what did Mr. Boe Johnson instruct you to do, if any-
21 thing?

22 A. He instructed me to get Mr. Butch Barrett and take a
23 core count at that time to see what kind of cores we had
24 ahead and see if we needed to run all of the core machines,
25 which we did.

1 Well, we took a core count and we didn't need to run all
2 of the core machines. We did have to run two or three core
3 machines that night.

4 Q All right.

5 A. Mr. Boe Johnson told me to get some help from the South
6 Plant.

7 Q All right.

8 A. And of course he made arrangements also--

9 MR. ECKHARDT: How many machines did you have to run?
10 I didn't get that.

11 THE WITNESS: Well, it was four.

12 MR. ECKHARDT: All right.

13 Q (By Mr. Greene) Go on. Then what happened?

14 A. Then we got these people, two people, from the South
15 plant to run the core machines until 4:00 a.m.

16 Q All right.

17 A. And that was Saturday morning, August the 6th.

18 But in between time, why, this Aker machine at the plant--

19 MR. SEAY: Excuse me.

20 Spell that for the court reporter, please, the name of
21 that type machine, the Aker.

22 THE WITNESS: A-k-e-r.

23 MR. SEAY: All right.

24 MR. ECKHARDT: Well, was that run the core machine
25 Friday or Saturday night?

1 THE WITNESS: This was Friday night, but it ended Sat-
2 urday morning at 4:00 a.m.

3 MR. ECKHARDT: OK, fine. Thank you.

4 Excuse me.

5 Q (By Mr. Greene) Go ahead.

6 A. I understand, from my hearing, that the Raker machine was
7 down 45 minutes on account of being out of hot cores before
8 we could get these new people, inexperienced people, from the
9 South Plant--get them caught on to how to operate the
10 machines.

11 Q All right.

12 A. I also called Mr. Melvin Dorsey, the lead man off of the
13 first shift to operate a core machine, which he arrived at
14 about 1:30.

15 Q All right.

16 MR. ECKHARDT: I didn't hear the name?

17 THE WITNESS: Melvin Dorsey.

18 MR. ECKHARDT: Thank you.

19 Q (By Mr. Greene) Then what happened?

20 A. We ran enough cores after that to operate the Raker
21 machine until 4:00 a.m., Saturday morning.

22 Q All right. So you got through that shift?

23 A. We got through that shift, yes, sir.

24 Q All right.

25 Now then what happened in regard to the jobs of these

1 seven people, what was done?

2 A. Well, Saturday morning Mr. R. L. Barrett and I got to-
3 gether with Boe Johnson in Boe Johnson's office and talked
4 about it.

5 Boe Johnson asked me did I have enough people to replace
6 these people that had quit, and I told him "Yeah," that I
7 thought so, and I said, "I'll have to work out a schedule on
8 it tomorrow," which was Sunday, August the 7th.

9 Q. All right. Did you do that?

10 A. I did that August the 7th.

11 Q. All right.

12 A. I started on it at 10:00 a.m. Sunday morning.

13 Q. All right.

14 I hand you a copy of General Counsel's Exhibit No. 68,
15 Mr. Bowens, and ask you if that's the schedule that you
16 worked out?

17 A. Yes, sir.

18 Q. All right.

19 Now I'll hand you the schedule--it's this one right here--
20 and I'm going to ask you some questions about it.

21 A. Yes, sir.

22 Q. Now you say this was completed on Sunday, August the 7th?

23 A. On August the 7th, yes, sir. It was on Sunday.

24 Q. All right.

25 Now what did you do in regard to the job that Mr. Clay

1 Mr. L. M. Clay was operating the 2 and 19 core machines,
2 which I replaced him with Mr. W. E. Harper.

3 TRIAL EXAMINER: Where did Mr. Harper come from?

4 THE WITNESS: He came from the third shift. He was
5 leadman on the third shift.

6 TRIAL EXAMINER: You made him an operator, is that it?

7 THE WITNESS: Right. Yes, sir.

8 TRIAL EXAMINER: How long did he continue to be an
9 operator?

10 THE WITNESS: He still is an operator.

11 TRIAL EXAMINER: He still is an operator?

12 THE WITNESS: At the present time.

13 TRIAL EXAMINER: All right.

14 Q. (By Mr. Greene) What did you do in regard to the job
15 held by Mr. Love?

16 A. Mr. Love was replaced by J. W.--I mean by B. J. Kennedy.

17 Q. Where did Mr. Kennedy come from?

18 A. Mr. Kennedy was operator on the 3 and 4 core machine on
19 the first shift before the two 10-hour shifts went into
20 effect.

21 Q. Is he still on that job?

22 A. No, sir.

23 Q. Where is he?

24 A. He has been terminated, quit, resigned.

25 TRIAL EXAMINER: How long was he on the job?

1 THE WITNESS: Which job are you referring to?

2 Q. (By Mr. Greene) On this job that you put him in?

3 TRIAL EXAMINER: When you changed him?

4 THE WITNESS: I would say about two months.

5 Q. (By Mr. Greene) All right. Has he been replaced, Mr.
6 Kennedy?

7 A. No, sir.

8 Q. Nobody on that job?

9 A. Since he has been terminated there is no one on that job

10 Q. What happened to the job?

11 A. Well, it just had been reduced in this Hub Core Depart-
12 ment by machines and by manpower.

13 Q. All right.

14 A. It has just been all reduced down.

15 Q. In other words, the job has been eliminated?

16 A. Right. It has been eliminated.

17 Q. All right.

18 Now what happened to the job held by Mr. Hargest?

19 A. Hargest was replaced by Manzell Gordon.

20 Q. All right. Where did Manzell Gordon come from?

21 A. He came from operator off of the third shift.

22 Q. Is he still on that job?

23 A. No, sir.

24 Q. Is anybody on that job?

25 A. Yes, sir.

1 Q Who is that now?

2 MR. ECKHARDT: Now, Mr. Examiner, I think these are
3 compliance questions.

4 I don't know how they have any relevance to this case.

5 MR. GREENE: Well, they sure do.

6 TRIAL EXAMINER: Well, I'll admit it.

7 MR. ECKHARDT: This is in the nature of a "Back Pay"
8 hearing, then, if you're--

9 TRIAL EXAMINER: No, it's not.

10 I'll overrule the objection.

11 Q (By Mr. Greene) All right. Is anybody in that job now?

12 MR. ECKHARDT: Which job now, Manzell Gordon?

13 MR. GREENE: Yes.

14 A. Yes, sir.

15 Q (By Mr. Greene) All right. How long did Manzell Gordon
16 stay in Mr. Hargest's job?

17 MR. ECKHARDT: Now, I think that is irrelevant, Mr.
18 Examiner.

19 TRIAL EXAMINER: Well, I'm interested.

20 Let's have it.

21 Q (By Mr. Greene) Go ahead.

22 A. How long was Mr. Hargest--

23 Q. How long did Manzell Gordon stay in Mr. Hargest's job?

24 A. He still is at the present.

25 Q. I see. All right.

1 Now what happened to the job of Dixon?

2 A. Dixon?

3 Q. Yes.

4 A. Let's see.

5 Q. Right there.

6 A. Yeah. Dixon was replaced by F. M. Riley.

7 Q. All right.

8 MR. ECKHARDT: By whom?

9 THE WITNESS: F. M. Riley.

10 MR. ECKHARDT: Thank you.

11 Q. (By Mr. Greene) All right. Is F. M. Riley still in that
12 job?

13 A. No, sir.

14 TRIAL EXAMINER: Where did he come from, Riley?

15 Q. (By Mr. Greene) Where did Riley come from?

16 A. She was a laborer.

17 MR. SEAY: In what department?

18 THE WITNESS: Hub Core Department.

19 Q. (By Mr. Greene) All right. Then F. M. Riley replaced
20 Dixon, is that correct?

21 A. Right.

22 Q. All right. Who is in that job now?

23 A. O. R. Gordon.

24 Q. All right.

25 Now in regard to the jobs--

1 MR. ECKHARDT: I didn't get that name.

2 MR. GREENE: O. R. Gordon.

3 THE WITNESS: O. R. Gordon.

4 MR. ECKHARDT: Thank you.

5 Q. (By Mr. Greene) What happened to the jobs formerly
6 held by D. Howard, F. Johnson, and E. M. Campbell?

7 A. E. M. Campbell was replaced by A. M. Gordon.

8 Q. Well, what happened to those jobs?

9 A. Well, they've been eliminated.

10 Q. All right.

11 MR. ECKHARDT: Could we have the approximate date?

12 TRIAL EXAMINER: When were they eliminated?

13 THE WITNESS: After this August the 7th.

14 MR. ECKHARDT: Could we have--

15 TRIAL EXAMINER: Well, when after August 7th?

16 THE WITNESS: Well, some of them was eliminated that
17 Sunday night, the Sunday--

18 Q. (By Mr. Greene) Which ones were?

19 A. E. M. Campbell and Johnson.

20 MR. ECKHARDT: You say Campbell and Johnson?

21 THE WITNESS: Yes, sir.

22 MR. ECKHARDT: Uh-huh.

23 Q. (By Mr. Greene) When was the job of D. Howard elimin-
24 ated?

25 A. It was eliminated also that Sunday afternoon.

1 Q. All three of those jobs were eliminated that day?

2 A. Yes, sir.

3 Q. All right.

4 Now prior to this--

5 MR. ECKHARDT: Excuse me.

6 Mr. Examiner, the witness said that A. M. Gordon
7 replaced Campbell.

8 TRIAL EXAMINER: Well--

9 MR. ECKHARDT: Well, I'll withdraw it.

10 I thought he said that.

11 TRIAL EXAMINER: Well, you'll get him on cross examina-
12 tion.

13 MR. GREENE: On cross examination you can develop it.

14 MR. ECKHARDT: I'm sorry I interrupted.

15 Q. (By Mr. Greene) Well, didn't you say that somebody
16 replaced E. M. Campbell?

17 A. I believe it was A. M. Gordon.

18 Q. All right.

19 Now since that time has the job been eliminated?

20 A. Right.

21 Q. All right.

22 MR. ECKHARDT: That was not August the 7th?

23 Q. (By Mr. Greene) When was the job of E. M. Campbell
24 eliminated?

25 A. Well, it was two months after this. I'll say two months.

1 Q. All right. And up until that time P. M. Gordon worked
2 in that job?

3 A. Right.

4 Q. All right.

5 Now immediately prior to August the 7th, approximately
6 how many employees did you have in the Hub Core Department?

7 A. Prior to August the 7th?

8 Q. Yes.

9 A. 45 to 50 on each shift.

10 MR. ECKHARDT: Excuse me. That confuses me.

11 Do you mean on the payroll?

12 MR. SEAY: Just a minute.

13 Mr. Examiner, now we object to--

14 MR. GREENE: You ask him this on cross examination.

15 MR. ECKHARDT: All right.

16 MR. SEAY: We object to this improper interruption.

17 MR. ECKHARDT: Well, pardon me.

18 TRIAL EXAMINER: Well, I'll overrule the objection.

19 Q. (By Mr. Greene) Approximately how many employees did
20 you have in the Hub Core Department on August the 5th and 6th?

21 A. Forty-five.

22 Q. All right.

23 Now how many employees do you have in the Hub Core Depart-
24 ment today?

25 A. Today?

1 Q. Yes.

2 A. Today we have 28.

3 Q. All right.

4 How many hours do you work on the shifts in the Hub Core
5 Department now?

6 A. Two 8-hour shifts, eight hours each.

7 Q. All right.

8 MR. ECKHARDT: I didn't hear the witness' last answer.

9 TRIAL EXAMINER: Two 8-hour shifts.

10 MR. ECKHARDT: Today?

11 TRIAL EXAMINER: Yes.

12 MR. ECKHARDT: Thank you.

13 TRIAL EXAMINER: Does that mean 40 hours or 48 hours?

14 THE WITNESS: It's 40 hours at the present time.

15 Q. (By Mr. Greene) Now, Mr. Bowens, prior to this walkout
16 on August the 5th, 1966, had there been overtime worked be-
17 fore that?

18 A. Yes, sir.

19 Q. Approximately how often?

20 A. Almost every week.

21 Q. All right.

22 Now was the overtime work scheduled for Friday, August
23 the 5th, any different than it had been before?

24 A. No, sir.

25 Q. What kind of notice, if any, was given about the overtime

1 work that night?

2 A. It was on the bulletin board. Yes, sir.

3 Q. Was that notice any different than the way it had been
4 given before?

5 A. No.

6 Q. All right.

7 MR. ECKHARDT: "that night" means August the 5th?

8 MR. GREENE: Right.

9 Q. (By Mr. Greene) All right.

10 A. No, sir.

11 Q. Well, had there ever been an objection to working over-
12 time prior to August the 5th?

13 A. No.

14 MR. ECKHARDT: Objection. That question is so vague it
15 has no probative value.

16 TRIPL EXAMINER: Well, if it has no probative value
17 we'll let it stand.

18 MR. GREENE: That's all.

19 MR. ECKHARDT: All right.

20 CROSS EXAMINATION

21 Q. (By Mr. Eckhardt) Now, Mr. Bowens, when did you make
22 your decision to eliminate the Howard job?

23 A. Sunday, August 7th.

24 Q. I see. Un-huh.

25 That was after the walkout?

1 A. Yes, sir.

2 Q. Had there not been a walkout you wouldn't have eliminated
3 Howard's job?

4 A. No, sir.

5 Q. I see. All right.

6 Is the same thing true of the elimination of Johnson's
7 and Campbell's job?

8 A. Right.

9 Q. Uh-huh. I see.

10 MR. ECKHARDT: May I have a few moments, Mr. Examiner?
11 I'd like to check something?

12 TRIAL EXAMINER: Well, I'll ask some questions while
13 you're looking at it.

14 MR. ECKHARDT: All right.

15 TRIAL EXAMINER: If you'll look at General Counsel's
16 Exhibit No. 73?

17 THE WITNESS: Yes, sir.

18 TRIAL EXAMINER: This is the proposed schedule to be
19 effective August 7th if there had been no walkout?

20 THE WITNESS: Right, sir.

21 TRIAL EXAMINER: I notice that you have on that list a
22 W. E. Harper.

23 THE WITNESS: Yes, sir.

24 TRIAL EXAMINER: He was supposed to go to work on the
25 second shift?

1 THE WITNESS: Yes, sir.

2 TRIAL EXAMINER: Now he was taking whose place?

3 THE WITNESS: He was taking Manzell Gordon's place.

4 TRIAL EXAMINER: And as a result of the walkout you had
5 him take Clay's place?

6 THE WITNESS: After the walkout?

7 TRIAL EXAMINER: Yes.

8 THE WITNESS: Right.

9 TRIAL EXAMINER: And now with respect to Manzell Gordon,
10 you contemplated using him as a laborer?

11 THE WITNESS: As of August 7th, right.

12 TRIAL EXAMINER: And instead you made him an operator
13 because of the walkout?

14 THE WITNESS: No, sir. We made him a relief man.

15 TRIAL EXAMINER: A relief man?

16 THE WITNESS: Right.

17 TRIAL EXAMINER: OK.

18 Now B. J. Kennedy was scheduled to work on the first
19 shift?

20 THE WITNESS: Right.

21 TRIAL EXAMINER: Instead you put him on the second shift
22 and had him take Love's place?

23 THE WITNESS: F. W. Love, right.

24 TRIAL EXAMINER: Who took his place on the first shift?

25 THE WITNESS: No one.

1 TRIAL EXAMINER: You eliminated that job?

2 THE WITNESS: Right.

3 We eliminated one relief man.

4 TRIAL EXAMINER: Now I notice F. M. Riley was supposed
5 to work on the first shift?

6 THE WITNESS: Yes, sir.

7 TRIAL EXAMINER: And you put F. M. Riley in Dixon's place?

8 THE WITNESS: Right.

9 TRIAL EXAMINER: And who took F. M. Riley's place?

10 THE WITNESS: No one. That job was eliminated.

11 TRIAL EXAMINER: Her job was eliminated?

12 THE WITNESS: Right.

13 TRIAL EXAMINER: Now Manzell Gordon took Hargest's place?

14 THE WITNESS: Right.

15 TRIAL EXAMINER: I thought you said he took Harper's place?

16 THE WITNESS: No. Manzell Gordon?

17 TRIAL EXAMINER: Yeah.

18 THE WITNESS: No.

19 TRIAL EXAMINER: Who took Harper's place?

20 THE WITNESS: No one.

21 TRIAL EXAMINER: So Harper was scheduled to work and,
22 because of the walkout, you say he took Love's place?

23 THE WITNESS: After the walkout, yes, sir.

24 TRIAL EXAMINER: Yeah. Well, rather he took Clay's
25 place?

1 THE WITNESS: Yeah. He took L. M. Clay's place. Right.

2 TRIAL EXAMINER: And nobody took his place?

3 THE WITNESS: No, sir. We didn't have a leadman.

4 TRIAL EXAMINER: Yeah. But he wasn't scheduled to work
5 as a leadman; he was scheduled to work as an operator?

6 THE WITNESS: Right.

7 TRIAL EXAMINER: Nobody took his place?

8 THE WITNESS: No, sir. His job was eliminated.

9 TRIAL EXAMINER: Oh, his job was eliminated?

10 THE WITNESS: Yes, sir.

11 TRIAL EXAMINER: All right.

12 Q. (By Mr. Eckhardt) Now, Mr. Bowens--

13 TRIAL EXAMINER: Did you talk to the people that walked
14 out that night?

15 THE WITNESS: No, sir.

16 TRIAL EXAMINER: All you know is what has been told you?

17 THE WITNESS: Hearsay.

18 TRIAL EXAMINER: OK.

19 Q. (By Mr. Eckhardt) Mr. Bowens, do you know if Manzell
20 Gordon worked on the night of August 7th?

21 A. No, sir.

22 Q. You don't know, or she didn't?

23 A. He didn't work.

24 Q. I see. He didn't?

25 A. No.

1 Q. That's a man?

2 A. Right.

3 Q. And Melvin Lockett, did he work on the night of August
4 7th?

5 A. No, sir.

6 Q. Uh-huh. I see.

7 Did you state the average number of hours overtime per
8 week that the employees in the Hub Core Department worked
9 immediately prior to August the 5th?

10 TRIAL EXAMINER: Well, I think his testimony was that
11 it was a 48-hour week for months.

12 MR. ECKHARDT: Uh-huh. Yes.

13 Q. (By Mr. Eckhardt) Is that correct, Mr. Bowens?

14 A. Right. We worked overtime.

15 Q. Uh-huh.

16 A. We had worked overtime for two or three months--

17 Q. I see.

18 A. --before this.

19 Q. All right.

20 Now, Mr. Bowens, do you know who, if anybody, with Tyler
21 Pipe and Foundrey Company made the decision to permanently
22 replace the people who walked out?

23 A. Who replaced them?

24 Q. Who made the decision to permanently replace those
25 people?

1 Mr. Boe Johnson.

2 Q. Mr. Boe Johnson?

3 A. Right.

4 Q. The person who testified-- Is he known as Mr. J. P.

5 Johnson?

6 A. Right.

7 Q. Uh-huh. I see.

8 Now do you know when he made that decision?

9 A. Saturday, August the 6th.

10 Q. Saturday, August the 6th?

11 A. Right.

12 Q. Sometime in the morning?

13 A. Around 10:30.

14 Q. I see.

15 TRIAL EXAMINER: That was because they refused to work
16 on August the 5th?

17 THE WITNESS: Right.

18 TRIAL EXAMINER: And you understood that they had quit,
19 is that it?

20 THE WITNESS: They had quit. That was the only way that
21 I--

22 TRIAL EXAMINER: That's what Barrett told you?

23 THE WITNESS: Right.

24 TRIAL EXAMINER: And that's what Johnson was informed?

25 THE WITNESS: Right.

1 Q. (By Mr. Eckhardt) So did Johnson tell you something to
2 the effect that he assumed that those people who walked off
3 were quitting permanently?

4 A. Right.

5 Q. He told you that?

6 A. Well, that's the only way he could take it.

7 Q. But did he--

8 A. He told me they quit.

9 Q. I see.

10 TRIAL EXAMINER: Did you know that these people came
11 back and wanted their jobs back on Sunday, August--

12 MR. ECKHARDT: August the 7th.

13 TRIAL EXAMINER: --August the 7th?

14 THE WITNESS: These people did report back to the Gate
15 No. 2. Right.

16 TRIAL EXAMINER: Did you know it?

17 THE WITNESS: Yes, sir.

18 TRIAL EXAMINER: Did you talk to them?

19 THE WITNESS: No, sir.

20 TRIAL EXAMINER: And did you have anything to do--

21 Well, why weren't they put back to work?

22 THE WITNESS: Well, these people had already been re-
23 placed.

24 TRIAL EXAMINER: And you told them that there was no
25 jobs for them?

1 THE WITNESS: I didn't tell them that, no.

2 I didn't talk to them.

3 TRIAL EXAMINER: Well, did you tell Barrett to tell them
4 that?

5 THE WITNESS: No. Barrett did not talk to them either.

6 TRIAL EXAMINER: Well, did you decide that there was no
7 jobs for them?

8 THE WITNESS: (No response.)

9 TRIAL EXAMINER: Who made the decision that there was
10 no jobs for them?

11 THE WITNESS: Well, I had to make the decision.

12 After all, I was department head of this department.

13 TRIAL EXAMINER: So you made the decision that they
14 could not get their jobs back on Sunday when they applied for
15 their jobs back?

16 THE WITNESS: Right.

17 TRIAL EXAMINER: All right.

18 THE WITNESS: These people had already been replaced to
19 operate the core machines that Sunday night.

20 TRIAL EXAMINER: Therefore, there was no jobs for them?

21 THE WITNESS: Right.

22 TRIAL EXAMINER: And you made that decision, is that
23 correct?

24 THE WITNESS: Right.

25 (By Mr. Eckhardt) Then if these people who walked out

1 Friday night had come back Saturday morning after this decis-
2 ion was made to permanently replace them, Mr. Bowens, they
3 wouldn't have been taken back to work, would they?

4 MR. GREENE: Object.

5 MR. SEAY: That's speculative and--

6 TRIAL EXAMINER: Oh, I'll let him answer it.

7 MR. SEAY: --there wasn't any shift operating Saturday
8 morning.

9 A. They wouldn't have worked that Saturday morning.

10 Q. (By Mr. Eckhardt) Pardon?

11 A. They wouldn't have worked that Saturday morning because
12 the operation was shut down.

13 TRIAL EXAMINER: Well, could they have got their jobs
14 back if they had called up and said, "I'm coming in to work
15 Sunday."

16 THE WITNESS: Well, I would have had to refer them to
17 Mr. Earl Davis, or someone.

18 TRIAL EXAMINER: OK. I see.

19 Q. (By Mr. Eckhardt) Now you mentioned that you talked to
20 Vito Fallacaro?

21 A. Right.

22 Q. And when did you talk to him?

23 A. It was around 10:15. It was about 10:20, I'd say.

24 Q. Of what date?

25 A. August the 5th.

1 Q. Of 1966?

2 A. Right.

3 Q. Are you sure of that?

4 A. Yes, sir.

5 Q. Is it possible that Mr. Vito Fallacaro had already quit
6 at that date?

7 A. I wouldn't think so.

8 Q. Could it be that he quit on August the 1st?

9 MR. GREENE: I'm going to object.

10 He said he talked to him and that he's positive that
11 he did.

12 This is just arguing with the witness.

13 MR. ECKHARDT: Now I have information from people that
14 I've talked to at this table that Vito Fallacaro quit in
15 about the first week of August of 1966.

16 Q. (By Mr. Eckhardt) Isn't that correct, Mr. Brown?

17 A. I don't know the exact date.

18 MR. ECKHARDT: Could we have that, Mr. Greene?

19 MR. GREENE: Mr. Fallacaro did not leave until the latter
20 part of August.

21 He may have tendered his resignation on August the 1st,
22 but he was there until the latter part of August actively
23 employed.

24 Put it on in rebuttal, Mr. Eckhardt, if you want to put
25 something on on it.

1 your brief.

2 MR. ECKHARDT: All right.

3 TRIAL EXAMINER: So why ask the witness the question?

4 MR. ECKHARDT: All right.

5 At this time we offer GC 74, for identification, in
6 evidence.

7 MR. GREENE: No objection.

8 TRIAL EXAMINER: GC 74 is admitted.

9 (The document above-referred to,
10 heretofore marked General Coun-
11 sel's Exhibit No. 74, was re-
ceived in evidence.)

12 MR. ECKHARDT: It is not, then, necessary to point out
13 the inconsistencies?

14 TRIAL EXAMINER: You can do so in your brief.

15 MR. ECKHARDT: Yes, sir.

16 TRIAL EXAMINER: This is argument.

17 MR. ECKHARDT: Yes. All right.

18 TRIAL EXAMINER: You've got his testimony in the record.

19 MR. ECKHARDT: All right.

20 Q. (By Mr. Eckhardt) Mr. Bowens, the replacements made
21 immediately after the August 5 walkout, were they all per-
22 manent replacements?

23 A. As far as I'm concerned, yes, sir. Right.

24 Q. Uh-huh.

25 A. The ones I made out on Sunday, August the 7th, were.

1 Q. The ones you made out on August 7th?

2 A. Right.

3 Q. They were?

4 A. Right.

5 Q. I see. Could you explain when these jobs that existed
6 on August the 5th and 6th--you testified there were 45 of
7 them in the Hub Core Department--could you explain when they
8 were reduced to 28?

9 A. Well, at the present time I have got 28.

10 Q. Uh-huh.

11 A. I have reduced some along since then.

12 Q. Well, if I gave you a piece of paper, Mr. Bowens, could
13 you--

14 A. I don't have a record of when each man or each job was
15 eliminated since then.

16 Q. But those records appear within the company's custody--

17 A. Yeah.

18 Q. --is that correct?

19 A. Yeah.

20 Q. But do you have any idea when the major reduction from
21 45 to 28 occurred?

22 A. Well, it was the last of July.

23 Q. About what month?

24 A. The last of July.

25 Q. Oh, so the first reduction occurred about when?

1 A. Well, it was earlier.

2 Q. Uh-huh.

3 A. I wouldn't know.

4 Q. Before July of '66?

5 A. Right.

6 Q. And would it be within two months or three months?

7 A. I would say three months.

8 Q. But now I think we're getting confused, Mr. Bowens,
9 because you said there were 45 working in the Core Department
10 on about August 5th and 6th of 1966? Is that correct?

11 A. It was 45 working.

12 Q. I see.

13 A. There were 15 on each shift and three 8-hour shifts as
14 of August 5th.

15 Q. Well, can you explain when the Hub Core Department
16 dropped down the first time after August the 7th, or after
17 August the 5th--correction. Strike that.

18 After August the 5th, Mr. Bowens, when was the first
19 reduction in force?

20 TRIAL EXAMINER: Well, you've got the schedule.

21 MR. ECKHARDT: Pardon me?

22 TRIAL EXAMINER: General Counsel's Exhibit 73 shows
23 that.

24 MR. ECKHARDT: All right.

25 Q. (By Mr. Eckhardt) Well, when was the next reduction

1 after August the 8th, 1966, Mr. Bowen?

2 A. I don't know. I don't have the date.

3 Q. Pardon?

4 A. I don't have the date with me.

5 Q. Well, do you know approximately how long it was after
6 August 8th that you had a further reduction in the Sub Core
7 Department personnel?

8 A. Well, it was less than a month that I might have elimin-
9 ated another job or another employee.

10 Q. Well, what job did you eliminate in that month's period?

11 A. It was a labor job.

12 Q. Whose job was it?

13 A. I don't know.

14 Q. Well, do you know who was working in that job?

15 A. No, sir.

16 Q. Uh-huh.

17 TRIAL EXAMINER: I think you're asking impossible ques-
18 tions of this man.

19 MR. ECKHARDT: Well, Mr. Examiner--

20 TRIAL EXAMINER: How can he remember each job?

21 It was a gradual elimination.

22 Q. (By Mr. Eckhardt) Well, can you name anybody else that
23 was eliminated after the one you've just mentioned?

24 A. Whose job was eliminated?

25 Q. Yes.

1 A. No.

2 Q. I asked you who was eliminated after the man you just
3 mentioned?

4 A. I don't know. I'd have to refer back to my records.

5 Q. Well, do you have those with you?

6 A. No, sir.

7 Q. Well, I mean, you don't have any idea whatsoever--

8 A. I could get it.

9 Q. --who the next man was that was eliminated?

10 A. No, sir.

11 MR. SEAY: He said he could get it for you.

12 MR. ECKHARDT: Well, I'd like to see it.

13 MR. GREENE: What do you want, a list of the people--

14 MR. ECKHARDT: Yes, when they were eliminated.

15 MR. GREENE: Well, let me ask the question before you
16 start telling me "yes."

17 MR. ECKHARDT: OK.

18 MR. GREENE: Do you want a list of the people since
19 August the 7th or 8th that has been--

20 MR. ECKHARDT: Eliminated.

21 MR. GREENE:--terminated or eliminated?

22 MR. ECKHARDT: Right.

23 MR. GREENE: He's testified that he dropped down from
24 45 to 28.

25 MR. ECKHARDT: Not terminated, but eliminated.

1 MR. GREENE: All right. Well, some people quit and
2 when they quit their jobs were eliminated.

3 MR. ECKHARDT: Yeah. Well, I'd like to have that infor-
4 mation.

5 MR. GREENE: Well, that's what I'm asking you.

6 MR. ECKHARDT: Yeah.

7 TRIAL EXAMINER: Well, let me ask you one more question.

8 THE WITNESS: Yes, sir.

9 TRIAL EXAMINER: How many have you in the Hub Core
10 Department now?

11 THE WITNESS: At the present time there are 28, fourteen
12 on each shift.

13 TRIAL EXAMINER: All right.

14 I would like to know the date these people were put into
15 the Hub Core Department--

16 MR. SEAY: Excuse me. I didn't hear that.

17 TRIAL EXAMINER: I would like to know the date these
18 people went into the Hub Core Department who are presently
19 on the payroll and working in the Hub Core Department and
20 the jobs they have.

21 MR. GREENE: What people?

22 TRIAL EXAMINER: That are presently working in the Hub
23 Core Department.

24 MR. GREENE: All of the Hub Core Department?

25 TRIAL EXAMINER: The 26, yes.

1 MR. GREENE: You want the day they went in?

2 TRIAL EXAMINER: Right.

3 MR. GREENE: And the jobs that they held?

4 TRIAL EXAMINER: Right, and the jobs that they hold now.

5 MR. GREENE: Can we furnish that to you? If we don't
6 get all this up, can we furnish that to you?

7 TRIAL EXAMINER: Yes. I'll reserve an exhibit.

8 MR. ECKHARDT: Well, I would like to have that before
9 we close, if possible.

10 TRIAL EXAMINER: If possible.

11 MR. GREENE: We'll do our best. We're working on it
12 right now.

13 TRIAL EXAMINER: One other thing..

14 THE WITNESS: Yes, sir.

15 TRIAL EXAMINER: Some of the people working now in the
16 Hub Core Department are new people in the Hub Core Department
17 are they not, or are they?

18 MR. ECKHARDT: Do you mean new after August the 6th?

19 TRIAL EXAMINER: Yes.

20 MR. ECKHARDT: Thank you.

21 THE WITNESS: After August the 6th?

22 TRIAL EXAMINER: Yes. Is that right?

23 THE WITNESS: Well, I don't--

24 MR. ECKHARDT: Do you mean new hires?

25 MR. GREENE: Do you mean new hires?

1 TRIAL EXAMINER: Two weeks ago?

2 THE WITNESS: Two weeks ago. Right.

3 TRIAL EXAMINER: Did you offer that job to any of these
4 people--

5 MR. ECKHARDT: Who walked out, you mean.

6 TRIAL EXAMINER: --Who walked out?

7 THE WITNESS: No.

8 TRIAL EXAMINER: Why not?

9 MR. GREENE: I'm going to object.

10 He doesn't know why not.

11 TRIAL EXAMINER: OK.

12 MR. ECKHARDT: I'd like to know why not. I'll ask the
13 witness that question.

14 Q (By Mr. Eckhardt) Why didn't you?

15 MR. GREENE: Object.

16 Q (By Mr. Eckhardt) Why didn't you offer this job to
17 these people who walked out on August the 5th?

18 A Which job?

19 Q The job that we just talked about, the job that--

20 MR. GREENE: Object.

21 MR. SEFY: Object, Mr. Trial Examiner.

22 TRIAL EXAMINER: Well, wait and find out what the ques-
23 tion is and--

24 MR. GREENE: It's the same question you asked.

25 TRIAL EXAMINER: I agree. But I'm not sure he understands

1 it now.

2 O. R. Gordon's job was taken by Mitchell?

3 THE WITNESS: Right.

4 TRIAL EXAMINER: All right.

5 Mitchell was a new hire, you say?

6 THE WITNESS: In this department.

7 TRIAL EXAMINER: In this department?

8 THE WITNESS: Right. But he had been with the company.

9 TRIAL EXAMINER: That's right.

10 Why, if you know, weren't some of the people who walked
11 off the job on August 5th offered this job?

12 THE WITNESS: Were they offered?

13 TRIAL EXAMINER: No.

14 THE WITNESS: No, sir.

15 TRIAL EXAMINER: Why weren't they, if you know?

16 THE WITNESS: Well, they're not with the company no more
17 They quit.

18 TRIAL EXAMINER: I see. So they quit and you would not
19 hire them back, is that the idea?

20 THE WITNESS: Well, it's not under my--

21 TRIAL EXAMINER: You would not hire them back?

22 THE WITNESS: No, sir. Their jobs have been eliminated,
23 as far as I know. I mean, they've quit.

24 TRIAL EXAMINER: And you would not hire them back? If
25 a vacancy occurred, you would not hire them back?

1 THE WITNESS: No, sir.

2 TRIAL EXAMINER: That's all I wanted to know.

3 MR. GREENE: May I ask him one question?

4 TRIAL EXAMINER: Sure.

5 MR. GREENE: Was Mitchell a new hire, or transferred in?

6 THE WITNESS: He was transferred in. He had been with
7 the company around fifteen years.

8 TRIAL EXAMINER: All right.

9 Are there some more people who have been transferred in
10 within the last month or two months or three months?

11 THE WITNESS: I don't believe so.

12 TRIAL EXAMINER: Mitchell is the only one?

13 THE WITNESS: I believe he is.

14 TRIAL EXAMINER: All right.

15 MR. GREENE: No more questions.

16 MR. ECKHARDT: Well, you're not asking him.

17 MR. GREENE: I said no more from me.

18 TRIAL EXAMINER: Do you have some more questions?

19 MR. ECKHARDT: Yes, I do.

20 TRIAL EXAMINER: All right. Ask them.

21 MR. ECKHARDT: All right.

22 Q. (By Mr. Eckhardt) Did any of the people who walked out
23 on August the 5th, 1966, Mr. Bowens, tell you personally that
24 they were quitting their jobs permanently?

25 A. No.

1 Q. Do you know if they told anybody else that they were
2 quitting their jobs permanently?

3 A. No, sir.

4 Q. The people that walked out on August the 5th?

5 A. No, sir.

6 Q. They did not?

7 A. As far as I know, they didn't.

8 Q. I see.

9 TRIAL EXAMINER: Well, I think the issue is clear on that.
10 You can't pursue it further with this man. He doesn't
11 know anything about it.

12 It's established that he talked with the other foreman
13 and that's where he got his information.

14 MR. ECKHARDT: Well, excuse me.

15 Q. (By Mr. Eckhardt) Do you know if the seven who walked
16 out on August the 5th of 1966 are still eligible for employ-
17 ment with Tyler Pipe and Foundry Company?

18 A. I don't know.

19 Q. You don't know?

20 A. I don't know.

21 Q. As far as you know, then, they are?

22 A. As far as I know, they're not.

23 Q. Oh, I see. Well, what makes you say that?

24 MR. GREENE: Object. He's answered it.

25 TRIAL EXAMINER: He's answered the question.

1 Q (By Mr. Eckhardt) What is the basis of your answer?

2 MR. WITNESS: Object.

3 TRIAL EXAMINER: Were you told this by anybody, that
4 they were not eligible for reemployment?

5 THE WITNESS: No.

6 Q (By Mr. Eckhardt) But, as far as you know, they are not?

7 A Yes.

8 Q Is that your testimony?

9 A Yes.

10 TRIAL EXAMINER: He said he would not hire them back.

11 Q (By Mr. Eckhardt) In eliminating jobs, Mr. Brown, do
12 you know if the company follows a practice of seniority in
13 the matter of selection of those people whose jobs will be
14 eliminated?

15 A Right.

16 Q They do?

17 A Right.

18 Q Uh-huh. I see.

19 Q If a man's job is up for elimination, the man who
20 is selected to be eliminated would be selected in accordance
21 with his seniority at Tyler Pipe and Foundry Company, is that
22 correct?

23 A The hiring date.

24 Q Pardon me?

25 A The hiring date.

1 Q. I see. And that was the procedure used after the walk-
2 out of August the 5th, is that correct?

3 A. Right.

4 Q. I see. Thank you.

5 TRIAL EXAMINER: Is that all?

6 MR. ECKHARDT: Well, I think we do need a seniority list
7 on the employees who were working after August the 5th of
8 1966.

9 MR. SEAY: Your Honor, that's a matter of contract. The
10 Supreme Court has said that seniority is a matter of contract

11 TRIAL EXAMINER: You've got the proposed schedule--

12 MR. ECKHARDT: Yes.

13 TRIAL EXAMINER: --which shows it.

14 MR. ECKHARDT: Yes.

15 TRIAL EXAMINER: Is this all?

16 MR. ECKHARDT: May I have just a moment?

17 TRIAL EXAMINER: Yes. All right.

18 Off the record.

19 (Discussion off the record.)

20 TRIAL EXAMINER: On the record.

21 Q. (By Mr. Eckhardt) Mr. Dowens, do you know when the
22 decision to change the schedule from three 8-hour shifts to
23 two 10-hour shifts was made, that firm decision?

24 A. It was the last week in July.

25 Q. I see. And do you know--

1 A The first of the week.

2 Q I see.

3 A The first of the week of the last week of July.

4 Q I see.

5 And do you know who made that decision?

6 A Well, it was--

7 Q Was it a joint decision?

8 A Right.

9 Q And who were the people involved in making it?

10 A Myself, Mr. Johnson, Mr. R. L. Barrett and Mr. Charlie
11 Hicks.

12 Q I see. So it became firm in the last week of July 1966?

13 A The first of the week of the last week, right.

14 Q Which would be-- Do you have a calendar?

15 A I believe it was on Tuesday, or somewhere--

16 Q About when?

17 A On Tuesday.

18 Q Tuesday of the last week of July 1966, Mr. Bowens, the
19 decision became firm?

20 A That was the final decision.

21 Q Final?

22 A Right.

23 TRILL EXAMINER: That would be July 26.

24 Q (By Mr. Eckhardt) Is that about right?

25 A It was somewhere along in there. Right.

1 Q. Yes.

2 A. Right.

3 Q. Was that decision communicated to any representative of
4 the union, if you know?

5 A. No.

6 TRIAL EXAMINER: They've stipulated that none of those
7 decisions were communicated to the union.

8 MR. ECKHARDT: Is that correct, Mr. Greene?

9 MR. GREENE: It's in the record.

10 MR. ECKHARDT: All right.

11 No further questions of this witness.

12 TRIAL EXAMINER: Have you got any questions?

13 MR. GREENE: No.

14 TRIAL EXAMINER: Thank you. You're excused.

15 (Witness excused.)

16 MR. GREENE: Can I suggest that we adjourn for lunch at
17 this time and, if possible, we'd like to get about a hour and
18 a half, Mr. Trial Examiner, because we think if we can take
19 this much time we can eliminate some of our proof.

20 TRIAL EXAMINER: All right. Let's recess until 2:00
21 o'clock.

22 (Whereupon, at 12:20 o'clock p.m., the hearing was
23 recessed, to reconvene at 2:00 o'clock p.m., the same
24 day.)

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DIRECT EXAMINATION

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Q (By Mr. Lacey) Now, Mr. Coats, you are the same Mr. Coats who started to testify, or testified to some questions and answers in this case last night about 6:15, are you not, sir?

A Yes, sir, I am.

Q All right.

Now after the polygraph test that was given to Mr. McCloud by polygraph operator Hardy, after the test was over did you see Mr. McCloud and have any conversation with him?

A Yes, sir, I did.

Q All right.

Now would you please relate what Mr. McCloud said at that time in your presence?

A Mr. McCloud told Mr. Hardy and I that he did not hear Mr. Crow make any statement that was vile or say any cursing words, but that he was only told by a friend of his, a colored boy that was in the car with him, or standing on the other side of the car, but he said he did not hear Crow curse or see any motions of any kind.

Q And did he say anything further with respect to whether he had said anything to Mr. Crow or not during the incident?

A No, sir. He told me what he did call Crow.

Q All right. What did he say?

A "Dirty--" --let me see-- "do-gooder" or "scab do-gooder"

1 boy," or something like that.

2 Q. Now did he make any other statements that you recall?

3 A. No, sir, I don't recall any.

4 Q. All right.

5 MR. SEAY: That's all.

6 TRIAL EXAMINER: Do you want to ask any questions?

7 MR. ECKHARDT: Oh, is he through?

8 TRIAL EXAMINER: Yes.

9 MR. ECKHARDT: I'd like to have just a minute.

10 TRIAL EXAMINER: All right.

11 MR. SEAY: Let me ask this question while he's waiting
12 there.

13 MR. ECKHARDT: I'm ready to go.

14 TRIAL EXAMINER: All right. He wants to ask another
15 question.

16 MR. ECKHARDT: OK.

17 Q. (By Mr. Seay) Was it or not a policy of your office
18 when you were District Attorney, Mr. Coats, when a complaint
19 had been filed by one person and then a cross complaint was
20 being considered, would you or not have issued two complaints?

21 MR. ECKHARDT: Oh, I object to that leading question.

22 He could ask him "What was the policy of your office?"

23 MR. SEAY: All right. I'll ask him that.

24 Q. (By Mr. Seay) What is the policy of your office, or was
25 at that time?

1 MR. ECKHARDT: Well, I object to leading.

2 TRIAL EXAMINER: Well, I think it's perfectly all right.
3 He's a particular witness in this area, and I'll over-
4 rule the objection.

5 All right, Mr. Coats, you may answer.

6 A. We never filed two cases in the same incident unless the
7 parties took a polygraph test.

8 If the parties took polygraph tests, then the one that
9 came out clean, well, we always dismissed the other one.

10 I mean, every time you file on one person, well, the
11 other one is mad and he wants to turn right around and file
12 another one.

13 So we never made it a policy to do that.

14 Q. Yes.

15 MR. SEAY: That's all.

16 MR. ECKHARDT: All right.

17 CROSS EXAMINATION

18 Q. (By Mr. Eckhardt) Do you have Mr. Crow's polygraph test
19 Mr. Coats?

20 A. We never ran one on Crow.

21 Q. Oh, you didn't?

22 A. No, sir.

23 Q. I thought you said it was the policy never to file on
24 either party until both parties had taken a polygraph test?

25 A. I don't believe I said that.

1 Q. Uh-huh. I see.

2 Well, would you say it again, then?

3 A. If Mr. McCloud had come through with flying colors we
4 would have dismissed the complaint against him and run one
5 on Mr. Crow.

6 Q. But you didn't take a polygraph on Mr. Crow?

7 A. No, sir.

8 Q. I see.

9 A. We didn't need one after we showed that Mr. McCloud was
10 lying.

11 Q. Which one showed that Mr. McCloud was lying?

12 A. The polygraph test he took.

13 Q. Uh-huh. All right.

14 Now where is that?

15 A. Mr. Hardy has it.

16 Q. I'd like to have it. Could you get it?

17 A. I wouldn't know anything about that.

18 Q. Well, I'd like--

19 A. I don't have that.

20 MR. ECKHARDT: Well, may we have that, Mr. Geay?

21 TRIAL EXAMINER: Mr. Hardy is going to testify and he'll
22 have it with him.

23 MR. GREENE: Mr. Hardy is going to testify. Why don't
24 you ask him?

25 MR. ECKHARDT: Well, I'd like to have it now.

1 MR. GREENE: Well, I don't have it.

2 MR. SCHWARTZ: Well, I'm demanding it.

3 MR. GREENE: Well, you'll have to demand it from him.

4 TRIAL EXAMINER: For what purpose?

5 MR. SCHWARTZ: Because I think I am discrediting this
6 witness with it.

7 MR. GREENE: I don't think I would, sir, because I
8 don't know a thing about a polygraph test.

9 MR. SCHWARTZ: There's no question of discrediting, sir, I
10 think you do.

11 TRIAL EXAMINER: Now just a moment.

12 This witness, you have his testimony. If he is telling
13 the truth, well, you don't need this witness on
14 the stand for that purpose.

15 MR. SCHWARTZ: He's not my witness.

16 TRIAL EXAMINER: You don't need this witness on the stand
17 for that purpose.

18 When Mr. Green comes in you can look at the polygraph
19 test and get his opinion on.

20 MR. SCHWARTZ: Yes, sir. But my present purpose is to
21 discredit this witness.

22 TRIAL EXAMINER: Well, I don't think you need a polygraph
23 test for that.

24 MR. SCHWARTZ: Well, I'm asking the company again to
25 produce the polygraph test.

1 MR. GREENE: I don't have any control over the polygraph
2 test.

3 MR. SEAY: The company doesn't either.

4 Q. (By Mr. Eckhardt) Did you examine the polygraph test
5 that Mr. McCloud took, Mr. Coats?

6 A. No, sir, I didn't.

7 Q. You didn't?

8 A. No.

9 Q. I see. Uh-huh.

10 Well, how do you know it said he was lying?

11 A. Because Mr. Hardy told me.

12 Q. Oh, Mr. Hardy told you?

13 A. Yes.

14 Q. Uh-huh.

15 A. He's an operator and expert.

16 Q. So you never even looked at it?

17 A. I wouldn't have even known what I was looking at if I
18 had.

19 Q. So your testimony is not reliable then, is it?

20 A. I think it's just as good as yours.

21 TRIAL EXAMINER: Just a minute. Just a minute.

22 He's testified and we have testimony that Mr. Hardy is
23 a licensed operator of the State.

24 He's the one--his office used Hardy as a polygraph
25 operator, and he relies upon Hardy.

1 Mr. Hardy told him that the polygraph test showed Mr.

2 McCloud was lying, and that's the opinion he relied upon.

3 So his testimony is reliable to that extent.

4 MR. ECKHARDT: All right.

5 Q (By Mr. Eckhardt) Now are you personally acquainted with

6 Mr. Harvey, Mr. M. J. Harvey?

7 A Which one?

8 Q Which one?

9 A Yes.

10 Q Is there more than one in Tyler?

11 A Yes, sir.

12 MR. GREENE: That's right.

13 MR. ECKHARDT: All right.

14 Q (By Mr. Eckhardt) Well, let's talk about the Chairman

15 of the Board of the Tyler Pipe and Foundry Company.

16 A Yes, sir. I know him.

17 Q Do we understand each other?

18 A Yes, sir.

19 Q Yeah. All right.

20 Aren't you a member of some of the same clubs that he is?

21 A I am not.

22 Q Oh, you are not?

23 A No.

24 Q Have you ever visited in Mr. M. J. Harvey's home?

25 A No, I have not.

1 Q. Have you ever visited him?

2 A. No, I have not.

3 Q. Do you know any of the officials of Tyler Pipe and Foundry
4 Company?

5 A. Quite a few of them, yes.

6 Q. Personally?

7 A. Yes.

8 Q. I see.

9 MR. GREENE: Object.

10 TRIAL EXAMINER: Well, I'm not going to permit this line
11 of interrogation.

12 MR. ECKHARDT: Well, Mr. Examiner, I'd like to show
13 bias.

14 TRIAL EXAMINER: No, I don't think you can.

15 This man has testified as to the facts.

16 You asked him about the polygraph test and the results.
17 You brought that out.

18 MR. ECKHARDT: No, he did first, sir.

19 TRIAL EXAMINER: No, he did not.

20 MR. GREENE: You're the man that raised it.

21 TRIAL EXAMINER: You're the one that brought it out.

22 His testimony merely--

23 MR. ECKHARDT: Well, Mr. Examiner, Mr. Seay, I heard him
24 say, "What is the practice of your officer?"

25 TRIAL EXAMINER: That's right. But you related it to

1 this particular case and you brought out the particular fact.

2 Q (By Mr. Eckhardt) Now, Mr. McCloud, isn't it rather
3 strange--

4 TRIAL EXAMINER: This is not Mr. McCloud; it's Mr. Coats.

5 MR. ECKHARDT: I'm sorry, Mr. Coats.

6 TRIAL EXAMINER: And in his testimony concerning his
7 conversation with Mr. McCloud there was no denying statement
8 there.

9 MR. ECKHARDT: Well, I--

10 TRIAL EXAMINER: I don't know why you ever asked him
11 any one question.

12 MR. ECKHARDT: Well, I just wanted to see if the witness
13 can explain something. Then I'll be through with him.

14 TRIAL EXAMINER: All right.

15 Q (By Mr. Eckhardt) Now, Mr. Coats, are you trying to tell
16 me and the Examiner and the people here that Mr. McCloud would
17 have come to you to file a complaint against Mr. Crow and said
18 nothing bad against Mr. Crow and said everything bad against
19 himself?

20 A. (No response.)

21 Q Are you trying to tell us that?

22 A. I don't believe I said that.

23 Q Well, you said that Mr. McCloud had--

24 TRIAL EXAMINER: He didn't say that.

25 That's speculative.

1 MR. GREENE: I object.

2 TRIAL EXAMINER: He's testified that there are people
3 who want to file a cross complaint when a complaint is issued
4 against them.

5 Q. (By Mr. Eckhardt) Now what did Mr. McCloud say to you
6 that he called Crow; what did he say?

7 TRIAL EXAMINER: He's testified to that.

8 Now you're going to get into other areas.

9 MR. ECKHARDT: I want to see if he can say the same thing
10 twice.

11 TRIAL EXAMINER: You're just cross-examining for the
12 sake of cross-examining.

13 MR. ECKHARDT: No, sir.

14 TRIAL EXAMINER: All right. Go ahead. You can have your
15 question.

16 Q. (By Mr. Eckhardt) What did Mr. McCloud say that he said
17 to Mr. Crow?

18 A. That he called him a "dirty scab" and a "do-gooder".

19 Q. Is that all?

20 A. I believe that's about all.

21 Q. Did Mr. McCloud say anything with respect to what Mr.
22 Crow called him?

23 A. No, sir.

24 Q. He didn't?

25 A. He told me what someone else had told him he said.

1 Q Un-huh.

2 A He said he didn't hear it.

3 Q And what was that?

4 A "S.O.B.," or something like that.

5 Q Did you say that Mr. McCloud just told you what someone
6 else had told Mr. McCloud--

7 A Yes.

8 Q --that Mr. Crow~~n~~ had said?

9 A Yes, sir.

10 Q Well, then didn't you question Mr. McCloud more closely?

11 A I think I did.

12 Q And then you decided not to take a complaint from Mr.
13 McCloud?

14 A No, sir.

15 Q I see.

16 A Mr. McCloud didn't even know the man's name that told
17 him.

18 Q Didn't know the man's name?

19 A Yes, sir. That's right.

20 Q That told him what?

21 A What Mr. Crow said, the words he used.

22 Q Did you ask Mr. McCloud that question?

23 A I sure did.

24 Q Didn't you at one time tell somebody on the picket line
25 that they were not to talk to employees at Tyler Pipe and

1 Foundry Company?

2 MR. SEAY: Now just a moment. We object to that.

3 TRIAL EXAMINER: Sustained.

4 MR. ECKHARDT: I want to show bias.

5 TRIAL EXAMINER: You've had it with this witness.

6 MR. ECKHARDT: No further questions.

7 MR. SEAY: Thank you very much for coming back, Mr. Coats.

8 TRIAL EXAMINER: Thank you. You're excused.

9 THE WITNESS: Thank you.

10 MR. SEAY: Now when you go out, Mr. Coats, would you ask
11 Mr. Hardy to come in?

12 THE WITNESS: Yes, sir.

13 MR. SEAY: Thank you.

14 (Witness excused.)

15 TRIAL EXAMINER: Mr. Eckhardt, Mr. Coats has asked to
16 remain in the courtroom. I don't see anything wrong with him
17 staying.

18 MR. ECKHARDT: To remain in the courtroom?

19 TRIAL EXAMINER: Yes. We have excused him as a witness.

20 MR. ECKHARDT: Well, if he contradicts this witness here,
21 Mr. Examiner, I might want to call him.

22 TRIAL EXAMINER: Well--

23 MR. ECKHARDT: I mean, if this witness contradicts Coats
24 I might want to--

25 TRIAL EXAMINER: Well, we're excusing him right now.

1 He's going to leave.

2 MR. ECKHARDT: Well, I may call him. I may recall him.

3 TRIAL EXAMINER: You didn't ask for him to be held.

4 MR. ECKHARDT: No, I didn't.

5 TRIAL EXAMINER: All right.

6 MR. ECKHARDT: But I may call him as a witness in rebut-
7 tal.

8 MR. GREENE: Oh, Mr. Trial Examiner, this is getting
9 ridiculous.

10 TRIAL EXAMINER: Well, are you going to issue--

11 MR. ECKHARDT: Are you telling me now who I can call and
12 who I can't call in rebuttal, Mr. Greene?

13 MR. GREENE: Oh, you have no notion of calling him,
14 Mr. Eckhardt, and you know it.

15 MR. ECKHARDT: Well, if you call me a liar I'll ignore
16 it, Mr. Greene, because I'm a gentleman.

17 TRIAL EXAMINER: So you don't want him in the courtroom?

18 MR. ECKHARDT: Pardon me?

19 TRIAL EXAMINER: You don't want him in the courtroom?

20 MR. ECKHARDT: No, I don't.

21 TRIAL EXAMINER: I'm sorry, Mr. Coats.

22 MR. ECKHARDT: I specifically request that Mr. Coats be
23 excluded from the courtroom.

24 TRIAL EXAMINER: You can't stay in the courtroom, Mr.

25 Coats, because we have the separation of witnesses rule in

1 effect.

2 Whereupon,

3 GORDON HARDY

4 was recalled by and on behalf of the Respondent as a witness
5 and, having been previously sworn, was examined and testified
6 further as follows:

7 TRIAL EXAMINER: You're still under oath, Mr. Hardy,
8 so you need not be sworn.

9 THE WITNESS: Yes, sir.

10 DIRECT EXAMINATION

11 Q. (By Mr. Seay) Mr. Hardy, you are the same gentleman
12 who testified yesterday evening in this case shortly after
13 6:00 o'clock, are you not?

14 A. Yes, sir.

15 Q. And there were some questions and answers that you were
16 permitted to answer, correct?

17 A. Yes.

18 Q. All right.

19 MR. SEAY: Now, Mr. Examiner, I understand that those
20 questions and answers--

21 TRIAL EXAMINER: There weren't any questions put to him
22 at all.

23 MR. SEAY: Yes. I asked him about the fact that he's
24 a licensed and bonded polygraph operator in the State of
25 Texas.

1 TRIAL EXAMINER: Oh, yes.

2 You'll admit his qualifications as a polygraph operator
3 in the State of Texas?

4 MR. EXHARDT: So stipulated.

5 TRIAL EXAMINER: OK.

6 MR. SEAY: Yes. All right.

7 Q. (By Mr. Seay) Now, Mr. Hardy, on this occasion in August
8 of 1966, did you have a conversation before any polygraph
9 test with Mr. McCloud, who is sitting there at the Counsel
10 table with Mr. Eckhardt?

11 A. Yes, sir, I did.

12 Q. Would you relate to the Examiner in substance what that
13 conversation was with Mr. McCloud?

14 A. It was concerning an incident between himself and Mr.
15 Crow.

16 Part of this conversation dealt with the introduction
17 of the polygraph test that he was about to undergo.

18 Q All right.

19 A. And this incident was discussed because Mr. McCloud--

20 Q All right.

21 What did Mr. McCloud say about the incident to you?

22 A. He related to me that at the gate at Tyler Pipe there
23 had been some verbal exchanges.

24 He admitted that he had cursed Mr. Crow, and he insisted
25 that Mr. Crow had cursed him first.

1 Q. All right.

2 TRIAL EXAMINER: Did he tell you what the cursing was?

3 THE WITNESS: I don't recall the exact words. But
4 "cursed" was the terminology applied to this incident.

5 TRIAL EXAMINER: All right.

6 Q. (By Mr. Seay) All right. Now you gave the polygraph
7 test at the request of the District Attorney, did you not?

8 A. Yes, sir.

9 Q. I don't want to go now into the contents of the test in
10 any way, Mr. Hardy.

11 I'm simply showing that that was done at the request of
12 the District Attorney, right?

13 A. Yes, sir.

14 Q. Bill Coats?

15 A. Yes, sir.

16 Q. All right.

17 Now after this test was over did you have any further
18 talk with Mr. McCloud on that occasion?

19 A. Yes, sir.

20 Q. All right.

21 A. Yes, sir, I did.

22 Q. Now would you state what Mr. McCloud said on that occasion
23 at the conclusion of the test?

24 At the conclusion there of the test, when the three of
25 Mr. Seay, Mr. McCloud and myself, were in the room he

1 Q And a statement that he wasn't exactly positive that
2 had been said by Mr. Hardy, but that his friends had assured
3 him that the man was cursing them, the group of them. I under-
4 stand there was a group there. But he stated that of his
5 own personal knowledge he wasn't exactly sure that the wording
6 was, that he didn't hear it that clear, but that he had been
7 assured by his friends that he had been cursed.

8 Q Now do you recall him saying anything else at the con-
9 clusion of the test about whether he cursed Mr. Hardy or not?

10 A Yes, sir. He still maintained that he had cursed Mr.
11 Hardy, but that this was after the other incident.

12 MR. BERRY: No further questions.

13 TRIAL EXAMINER: Do you have any questions?

14 MR. ECKHARDT: Yes, sir.

15 TRIAL EXAMINER: All right.

16 CROSS EXAMINATION

17 Q (By Mr. Eckhardt) Now, Mr. Hardy, have you testified to
18 everything that was said after you took the polygraph test
19 of Mr. MacLeod?

20 A By myself?

21 Q Yes.

22 A Everything that he said?

23 Q No, everything that you said?

24 A As far as I know, yes, sir.

25 Q I see. Well, maybe this will refresh your memory a

1 little bit.

2 Didn't you make some comments on the results of that
3 test to Mr. McCloud?

4 A. To Mr. Coats and to Mr. McCloud.

5 Q. Yeah. What did you say?

6 You're under oath.

7 A. Yes.

8 MR. SEAY: Yes, and he's making him his witness now, and
9 we want that stricken.

10 I didn't go into the polygraph test.

11 TRIAL EXAMINER: Let's have the answer.

12 MR. SEAY: All right.

13 MR. ECKHARDT: I certainly am not making this man my
14 witness. This is cross examination.

15 TRIAL EXAMINER: All right. Let's have the answer of
16 the witness.

17 I'll overrule the objection.

18 Q. (By Mr. Eckhardt) Go ahead, Mr. Hardy.

19 A. I told him that the results of his test wasn't real
20 good.

21 Q. Oh, you did?

22 A. Yes, sir.

23 Q. Are you sure you said that?

24 A. Yes, sir.

25 Q. Did you not tell this gentleman sitting to my left that

1 the results of his test was good?

2 A. No, sir.

3 Q. Isn't that a fact?

4 A. No, sir. It's not a fact.

5 Q. Oh, uh-huh.

6 TRIAL EXAMINER: The gentleman to his left that he
7 pointed to is Mr. McCloud.

8 THE WITNESS: Yes, sir.

9 Q. (By Mr. Eckhardt) This is Mr. McCloud.

10 A. Yes.

11 Q. Do you recognize this gentleman as the gentleman that
12 took the polygraph test?

13 A. Yes, I do.

14 Q. Are you under oath--I mean, are you under a subpoena?

15 A. Yes, sir.

16 Q. You are?

17 A. Yes, sir.

18 Q. Would you produce it for me, please?

19 A. Yes.

20 Q. Isn't it a fact that Mr. McCloud has some witnesses
21 there in your office, in Bill Coats' office?

22 A. I don't know.

23 Q. You don't know?

24 A. No.

25 Q. Are you certain of that?

1 A. I wasn't there.

2 Q. Mr. McCloud didn't tell you that he had some witnesses
3 to support what he was saying?

4 A. He may have, but--

5 Q. Oh, I see.

6 A. --but this I don't know of my own knowledge.

7 Q. Well, you just tell what you know of either your knowledge
8 or what someone told you.

9 Now if Mr. Coats told you that Mr. McCloud had some
10 witnesses to support his side of that story-- Well, did he
11 tell you that, or did you know it?

12 A. I don't really remember.

13 Q. You don't--

14 A. Either one of them could have told me.

15 Q. Yes. But you are aware of the fact that this man at my
16 left had four witnesses there that would support his story?

17 A. I don't recall it.

18 Q. Pardon me?

19 A. I don't recall it.

20 Q. Uh-huh.

21 A. I do recall that he told me that when this incident
22 occurred there was a group with him. This was at the gate.

23 Q. Wherein did you find that Mr. McCloud's polygraph test
24 indicated that Mr. McCloud was lying?

25 A. (No response.)

1 Q What part of Mr. McCloud's statement of the facts were
2 lies?

3 A There was doubt in his answers to these questions.

4 Q You say "doubt"?

5 A There was doubt in his mind, causing these reactions to
6 the questions.

7 Q Uh-huh. I'm talking about the polygraph test, not what
8 Mr. McCloud had doubts about.

9 A Well, these questions about Mr. Crow having cursed him.

10 Q Well, now what did the polygraph test show with respect
11 to that?

12 TRIAL EXAMINER: Let me interrupt.

13 Do you make a written report concerning a polygraph test?

14 THE WITNESS: In some cases, yes.

15 TRIAL EXAMINER: Well, did you in this case?

16 THE WITNESS: No. No, this was a verbal report.

17 TRIAL EXAMINER: A verbal report?

18 THE WITNESS: Yes, sir.

19 TRIAL EXAMINER: And you reported it to whom?

20 THE WITNESS: Mr. Coats.

21 TRIAL EXAMINER: What did you tell Mr. Coats?

22 THE WITNESS: I told Mr. Coats that--

23 Now there was another subject on this polygraph test that
24 was covered. Were you aware of this?

25 TRIAL EXAMINER: No.

1 THE WITNESS: There was a suggestion that possibly Mr.
2 McCloud had made some lewd or some vicious or some otherwise
3 unauthorized phone calls to Mr. Crow's home.

4 TRIAL EXAMINER: Yes.

5 THE WITNESS: This was asked the man on the test.
6 This portion of the test looked good.

7 TRIAL EXAMINER: Oh, that part of the test looked good?

8 THE WITNESS: Yes, sir.

9 TRIAL EXAMINER: And the other part?

10 THE WITNESS: The part about Mr. Crow having cursed him
11 was not good.

12 TRIAL EXAMINER: Was not good?

13 THE WITNESS: No, sir.

14 TRIAL EXAMINER: In other words, the polygraph test does
15 not establish in your mind that McCloud sincerely felt that
16 Crow cursed him?

17 THE WITNESS: No, sir.

18 TRIAL EXAMINER: Is that right?

19 THE WITNESS: That's right. Yes, sir.

20 TRIAL EXAMINER: All right. And you told Mr. McCloud
21 about the good and the bad part?

22 THE WITNESS: Yes, sir.

23 TRIAL EXAMINER: All right.

24 THE WITNESS: Mr. Coats was present.

25 TRIAL EXAMINER: Mr. Coats was present?

1 THE WITNESS: Yes, sir.

2 Q. (By Mr. Eckhardt) Do you recall Mr. McCloud saying to
3 you--

4 Excuse me. Well, just a minute.

5 Do you remember a statement by Mr. McCloud in this con-
6 versation to the effect that Mr. McCloud wasn't sure that
7 Crow had called him "a god-damn son-of-a-bitch;" do you
8 remember that statement by Mr. McCloud to you, or something
9 to that effect?

10 A. I don't remember the exact phrasing of this profanity.

11 Q. But that is about right, isn't it?

12 A. I'd say it was close.

13 Q. Uh-huh. All right.

14 And the question was not whether Crow called McCloud
15 "a son-of-a-bitch," but whether he called him "a god-damn
16 son-of-a-bitch," isn't that right? Isn't that the doubt in
17 Mr. McCloud's mind?

18 A. (Shakes head, "No.")

19 TRIAL EXAMINER: Don't shake your head.

20 Q. (By Mr. Eckhardt) What do you mean by shaking your head?

21 A. That he didn't actually hear what the man said; that he
22 knew that he said something, but that his friends told him
23 what he said.

24 Q. I see.

25 A. But that of his own personal knowledge he didn't exactly

1 understand it, the language.

2 Q. All right. Thank you.

3 Somewhere in that conversation Mr. McCloud told you that
4 he was certain that Mr. Crow had "called us a bunch of stupid
5 son-of-a-bitches," didn't he say something like that?

6 A. I don't recall the exact wording.

7 Q. But he said something like that, didn't he?

8 A. He could have.

9 Q. Yes. All right.

10 MR. ECKHARDT: No further questions.

11 TRIAL EXAMINER: Thank you, Mr. Hardy.

12 MR. SEAY: May this witness be excused?

13 TRIAL EXAMINER: Yes. You're excused.

14 (Witness excused.)

15 MR. GREENE: I want to recall Mr. Earl Davis.

16 TRIAL EXAMINER: All right.

17 Whereupon,

18 EARL DAVIS

19 was recalled as a witness by and on behalf of the Respondent
20 and, having been previously sworn, was examined and testified
21 further as follows:

22 TRIAL EXAMINER: Mr. Earl Davis, you're still under oath.

23 THE WITNESS: Yes, sir.

24 MR. ECKHARDT: Could I have a moment to get Mr. Smith?

25 TRIAL EXAMINER: All right. Let's go off the record.

1 (Discussion off the record.)

2 TRIAL EXAMINER: Let's go on the record.

3 DIRECT EXAMINATION

4 Q. (By Mr. Greene) Mr. Davis, are you familiar with a
5 former employee of Tyler Pine by the name of Clance Curley?

6 A. Yes, sir, I am.

7 Q. And are you familiar with the events leading up to his
8 termination?

9 A. To some extent, yes, sir.

10 Q. All right.

11 Would you describe those?

12 A. Could I have his file to--

13 TRIAL EXAMINER: What's his name?

14 MR. GREENE: Curley. This was brought out in the case
15 by Mr. Eckhardt.

16 TRIAL EXAMINER: Well, spell his name.

17 MR. GREENE: C-u-r-l-e-y, Clance Curley.

18 TRIAL EXAMINER: All right.

19 Q. (By Mr. Greene) Did you get it, Mr. Davis?

20 A. Yes, sir.

21 Q. All right.

22 MR. ECKHARDT: Is this about the convicted fellow?

23 MR. GREENE: Right.

24 Q. (By Mr. Greene) Tell us about those events, Mr. Davis?

25 MR. ECKHARDT: I didn't get it; about what events?

1 That's an open-ended question if I ever heard one.

2 MR. GREENE: You apparently missed the first three or
3 four that I asked him.

4 MR. ECKHARDT: No. I heard them real carefully, I
5 believe.

6 MR. GREENE: All right. My last question was, would he
7 describe those incidents leading up to his termination.

8 MR. ECKHARDT: Well, I think that question is much too
9 broad.

10 TRIAL EXAMINER: I'll overrule the objection.

11 Q. (By Mr. Greene) All right.

12 A. As best I can recall, in May of 1965--I think it was
13 approximately May of 1965--Mr. Curley was involved in a
14 little incident away from Tyler Pipe and with a person that
15 was not an employee of Tyler Pipe.

16 I can't testify to the events, or to what happened, but
17 he was indicted for murder.

18 MR. ECKHARDT: Object to the hearsay. Move that it be
19 stricken.

20 TRIAL EXAMINER: You have introduced it into evidence
21 already.

22 MR. ECKHARDT: Yes, sir, but not this testimony about
23 whether a man committed a crime.

24 TRIAL EXAMINER: You identified the indictment for
25 murder.

1 MR. ECKHARDT: Yes, but--

2 MR. GREENE: We'll stipulate to that.

3 MR. ECKHARDT: I didn't introduce any evidence about
4 whether this man did or didn't kill somebody.

5 MR. GREENE: Are you disputing it?

6 MR. ECKHARDT: No, I--

7 TRIAL EXAMINER: You introduced the indictment and put
8 in testimony that he was indicted for murder.

9 MR. GREENE: You put it in the record.

10 MR. ECKHARDT: Yes, but if he's trying to prove the man
11 didn't really kill the guy he got convicted for killing, why,
12 I'm going to--

13 MR. GREENE: Oh, now--

14 TRIAL EXAMINER: He hasn't said so yet.

15 I'll overrule the objection.

16 You may continue.

17 A. (Continuing) Mr. Curley was accused of killing a
18 domino partner, I think was what it was, and was released on
19 bond.

20 The employees in the Mill Room, where Mr. Curley worked,

21 MR. ECKHARDT: I object.

22 TRIAL EXAMINER: To what?

23 MR. ECKHARDT: To the witness' competence to testify
24 whether a man was released on bond.

25 TRIAL EXAMINER: Overruled.

1 Q. (By Mr. Greene) Did he get out of jail?

2 A. He was out of jail.

3 Q. All right.

4 MR. ECKHARDT: May I have a continuing objection to
5 hearsay testimony?

6 TRIAL EXAMINER: No.

7 OK, continue.

8 Q. (By Mr. Greene) All right.

9 A. The question was then with Tyler Pipe as to whether we
10 would continue Mr. Curley's employment.

11 The people that worked with Mr. Curley in the North
12 Plant Mill Room came to their supervisor and asked would we
13 let him remain as an employee and work up until the time
14 that he was convicted of a crime of which he had been accused.

15 The supervisor in that department came to Mr. Dave McKie
16 and they discussed the matter.

17 It was decided to let Mr. Curley remain on Tyler Pipe's
18 payroll until the time of conviction.

19 He was convicted, I believe, in September of 1966, and,
20 as I understand, there was a waiting period there to determine
21 whether or not he would appeal the conviction, and during
22 which he worked for Tyler Pipe up until the time he decided
23 to go on to prison.

24 The person that was involved in this thing was not an
25 employee of Tyler Pipe. It did not happen at--

[G.C.EX. 1(a)]

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

CHARGE AGAINST EMPLOYER

INSTRUCTIONS: File an original and 4 copies of this charge with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.	DO NOT WRITE IN THIS SPACE	
	Case No.	16-CA-2782
	Date Filed	August 23, 1966

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

NAME OF EMPLOYER	NUMBER OF WORKERS EMPLOYED
Tyler Pipe & Foundry Company	2000
ADDRESS OF ESTABLISHMENT (Street and number, city, zone, and State)	TYPE OF ESTABLISHMENT (Factory, mine, wholesaler, etc.)
Tyler, Texas	Factory
	Identify principal product or service
	Cast iron pipe

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

On August 5, 1966, the Employer discriminated against Frank W. Love, L. M. Clay, D. Howard, J. W. Hargest, E. M. Campbell, Emma Jean Dixon, Frances Johnson, in regard to tenure of employment because of their membership in and/or activities on behalf of International Molders and Allied Workers Union, AFL-CIO.

By such conduct the Employer has restrained and coerced employees in the exercise of rights guaranteed by Section 7 of the Act.

3. Full Name of Party Filing Charge (If labor organization, give full name, including local name and number)

International Molders and Allied Workers Union, AFL-CIO

4. Address (Street and number, city, zone, and State)

5 Lakeside Drive, Bridgeton, New Jersey

Telephone No.

609-451-6578

5. Full Name of National or International Labor Organization of Which It is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

International Molders and Allied Workers Union, AFL-CIO

6. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By

(Signature of representative or person filing charge)

August 22, 1966

(Date)

District Representative

(Title, if any)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

[G.C.EX. 1(c)]

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARDFIRST AMENDED

CHARGE AGAINST EMPLOYER

INSTRUCTIONS: File an original and 4 copies of this charge with NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE

Case No.

16-CA-2782

Date Filed

September 12, 1966

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

TYLER PIPE & FOUNDRY COMPANY

b. Number of Workers Employed

2000

c. Address of Establishment (Street and number, city, State, and ZIP code)

P. O. Box 2027, Tyler, Texas

d. Employer Representative to Contact

e. Phone No.

f. Type of Establishment (Factory, mine, wholesaler, etc.)

Factory

g. Identify Principal Product or Service

Cast iron pipe

h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

On or about the dates set opposite their names, it, by its officers, agents and employees, terminated the employment of the following employees because of their membership and activities in behalf of LOCAL NO. 58, INTERNATIONAL MOLDERS AND ALLIED WORKERS UNION, AFL-CIO, a labor organization, and at all times since such dates it has refused and does now refuse to employ the employees named below:

Arthur Curtis Smith
Frank W. Love
L. M. Clay
D. Howard
J. W. Hargest
E. M. Campbell
Emma Jean Dixon
Frances Johnson
Clifton McCloud

March 20, 1966
August 5, 1966
August 5, 1966
August 5, 1966
August 5, 1966
August 5, 1966
August 5, 1966
August 5, 1966
August 17, 1966

By the acts set forth in the paragraph above, and by other acts and conduct, it, by its officers, agents and employees, interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

3. Full Name of Party Filing Charge (If labor organization, give full name, including local name and number)

INTERNATIONAL MOLDERS AND ALLIED WORKERS UNION, AFL-CIO, LOCAL NO. 58

4a. Address (Street and number, city, State, and ZIP code) 5 Lakeside Drive, Bridgeton, New Jersey	4b. Telephone No. 609-451-6578
5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization) International Molders and Allied Workers Union, AFL-CIO	
6. DECLARATION	
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.	
By <u><i>Charles A. Boyd</i></u> (Signature of representative or person filing charge) Charles A. Boyd	<u>District Representative</u> (Title, if any)
Address <u>5 Lakeside Drive, Bridgeton, New Jersey</u>	<u>609-451-6578</u> (Telephone number) (Date)
WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)	

[G.C.EX. 1(e)]

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SIXTEENTH REGION

TYLER PIPE AND FOUNDRY COMPANY

and

Case No. 16-CA-2782

INTERNATIONAL MOLDERS AND ALLIED
WORKERS UNION, AFL-CIO

COMPLAINT AND NOTICE OF HEARING

It having been charged by International Molders and Allied Workers Union, AFL-CIO, herein called the Union, that Tyler Pipe and Foundry Company, herein called Respondent, has engaged in, and is engaging in, certain labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C. Sec. 151, et seq., herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, on behalf of the Board, by the undersigned Regional Director for the Sixteenth Region, pursuant to Section 10(b) of the Act and the Board's

Rules and Regulations, Series 8, as amended, Section 102.15, hereby issues this Complaint and Notice of Hearing and alleges as follows:

1.

The original and first amended charges were filed on August 23, 1966, and September 12, 1966, respectively, and were served on Respondent by registered mail on or about August 24, 1966, and September 13, 1966.

2.

Respondent is, and has been at all times material herein, a corporation duly organized under, and existing by virtue of, the laws of the State of Texas, having its principal office and place of business in Swan, Texas, where it is now, and has been at all times material herein, continuously engaged in the manufacture of soil pipe and fittings. Respondent's Swan, Texas plant is the only plant involved in this proceeding and shall be referred to herein as the "plant."

3.

Respondent, during the past 12 months, which period is representative of all times material herein, in the course and conduct of its business operations at its plant, purchased and received at its Swan plant from points outside the State of Texas raw materials valued in excess of \$50,000, and during the same period sold and shipped to points outside the State of Texas products valued in excess of \$50,000.

4.

Respondent is now, and has been at all times material herein, an Employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

5.

The Union is now, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.

6.

At all times material herein, the following persons occupied the positions set forth opposite their respective names and have been, and are now, agents of Respondent acting on its behalf and are supervisors within the meaning of Section 2(11) of the Act:

R. L. Barrett - Supervisor in Hub Core Department
Clark Collins - Foreman
Earl Davis - Assistant Industrial Relations Manager
Sam Gibbons - Supervisor
J. W. Gresham - Supervisor
George Head - Supervisor
John McGill - Production Supervisor
James Milstead - Supervisor of Maintenance
Jack Morris - Supervisor of Shipping Department
Darwood Pike - Day Shift Supervisor
Joe Roberts - Supervisor
James Stewart - South Plant Supervisor
Cecil Thomas - Personnel Manager
Tommy Wyatt - Maintenance Supervisor on Third Shift

7.

Since on or about February 23, 1966, and continuing to date, Respondent has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing, its employees in the exercise of rights guaranteed in Section 7 of the Act by the following acts and conduct:

(a) Respondent, by its agent and supervisor, Sam Gibbons, between about April 1, 1966, and April 30, 1966, at the plant orally created the impression of surveillance of its employees' union and concerted activities by telling them, in effect, that he (Gibbons) knew how many of Respondent's employees attended a union meeting and what was done and discussed at such meeting.

(b) Respondent, by its agent and supervisor, James Milstead, between about May 1, 1966, and May 31, 1966, at the plant orally threatened its employees with surveillance of their union activities.

(c) Respondent, by its agent and supervisor, Tommy Wyatt, between about July 1, 1966, and July 31, 1966, at the plant orally ordered, instructed, and/or directed its employees not to distribute union handbills on the Respondent's plant property without limiting such order, instruction, and/or direction to the working areas of its plant or its employees' working time.

(d) Respondent, by its agent and supervisor, J. W. Gresham, on or about August 18, 1966, at the plant orally threatened its employees with economic reprisals to the effect that their automobiles would be repossessed by the Respondent because of its employees' participation in a strike protesting the Respondent's unfair labor practices.

(e) Respondent, by its agent and supervisor, James Stewart, on or about August 23, 1966, at the plant orally ordered, instructed, and/or directed its employees not to engage in union activities at the plant without restricting such order, instruction, and/or direction to its employees' working time.

2

On or about August 5, 1966, at about 10 p.m. Respondent's employees, Frank W. Love, Leon M. Clay, Dolphus Howard, J. W. Hargest, Ella Mae Campbell, Emma Jean Dixon, Francis Johnson, and A. M. Gordon, presented to Respondent at its plant a grievance relating to Respondent's August 5, 1966, change in work schedules and reduction in pay of its employees at its plant. Respondent's supervisor and agent, R. L. Barrett, on such occasion refused to discuss the above grievance to the satisfaction of the aforesaid employees and said employees in protest of Barrett's aforesaid conduct then concertedly ceased work at the plant and went on strike from about 10 p.m. August 5, 1966, to about 6 p.m. August 7, 1966.

9.

On or about August 7, 1966, at about 6 p.m. Respondent's employees, Frank W. Love, Leon M. Clay, Dolphus Howard, J. W. Hargest, Ella Mae Campbell, Emma Jean Dixon and Francis Johnson, who had engaged in the strike referred to above in paragraph 8, made an unconditional offer to return to their former or substantially equivalent positions of employment at the plant by appearing in person at the plant for such purpose, but Respondent refused the aforesaid offer and forthwith discharged the aforesaid employees on or about August 7, 1966.

10.

Respondent, on or about August 19, 1966, discharged its employee Clifton McCloud, employed at the plant

11.

Respondent, on or about February 28, 1966, discharged its employee Arthur C. Smith II, employed at the plant.

12.

Respondent did discharge, and has failed and refused, and continues to fail and refuse, to reinstate the employees referred to above in paragraphs 9, 10 and 11 because said employees joined or assisted the Union or engaged in other union activity or concerted activity for the purpose of collective bargaining or mutual aid or protection.

13.

From on or about August 16, 1966, to on or about August 23, 1966, certain employees of Respondent working at its plant at Swan, Texas, ceased work concertedly and went out on strike.

14.

The strikes described above in paragraphs 8 and 13 were caused by the unfair labor practices of Respondent referred to above in paragraphs

8, 9, 10, 11 and 12 and said strikes were prolonged by the Respondent's conduct alleged in paragraph 7 above and the Respondent's conduct described in the Trial Examiner's Decision (TXD-423-66) issued on July 7, 1966, in Tyler Pipe and Foundry Company, Case No. 16-CA-2568.

15.

By the acts described in paragraphs 7, 8, 9, 10, 11 and 12 above, and by each of said acts, the Respondent did engage in, and is engaging in, unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

16.

By the acts described above in paragraphs 9, 10 and 12, and by each of said acts, the Respondent did discriminate, and is discriminating, in regard to the hire or tenure or terms or conditions of employment of its employees thereby discouraging membership in a labor organization, and the Respondent thereby did engage in, and is engaging in, unfair labor practices affecting commerce within the meaning of Section 8(a)(3) and Section 2(6) and (7) of the Act.

17.

The acts of Respondent described in paragraphs 7, 8, 9, 10, 11 and 12 above, occurring in connection with the operations of Respondent described in paragraphs 2, 3 and 4 above, have a close, intimate, and substantial relation to trade, traffic and commerce among the several states and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

18.

The acts of Respondent described above constitute unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (3) and Section 2(6) and (7) of the Act.

PLEASE TAKE NOTICE that on the 6th day of December, 1966, at 10 o'clock in the forenoon (CST), U. S. District Court Room, Post Office Building, in the City of Tyler, Texas, a hearing will be conducted before a duly designated Trial Examiner of the National Labor Relations Board on the allegations set forth in the above Complaint at which time and place you will have the right to appear in person, or otherwise, and give testimony. Form NLRB-4668, Statement of Standard Procedure in Formal Hearings Held Before the National Labor Relations Board in Unfair Labor Practice Cases, is attached.

You are further notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, Series 2, as amended, the Respondent shall file with the Regional Director for the Sixteenth Region, acting in this matter as agent of the National Labor Relations Board, an original and four (4) copies of an answer to said Complaint within ten (10) days from the service thereof, and that unless it does so all of the allegations in the Complaint shall be deemed to be admitted to be true and may be so found by the Board.

DATED at Fort Worth, Texas, this 26th day of October, 1966.

[Subscription Omitted in Printing]

[G.C.EX. 1(g)]

[Caption Omitted in Printing]

MOTION FOR A BILL OF PARTICULARS

COMES NOW, TYLER PIPE & FOUNDRY COMPANY, the Respondent in the above styled cause, by and through its undersigned attorneys, and files this its Motion for a Bill of Particulars, and in support thereof alleges and requests as follows:

1. Respondent is of the impression that the dates alleged in paragraph 1 of the Complaint herein are inaccurate. Therefore, Respondent respectfully requests the Regional Director of the Sixteenth Region to serve, or cause to be served, on Respondent copies of the unfair labor practice charges upon which the instant Complaint is based.

2. Respondent submits that paragraph 7 (a) of the Complaint herein is so vague and indefinite that Respondent cannot effectively prepare a defense thereto or plead responsively in conjunction therewith. Respondent respectfully requests the Regional Director of the Sixteenth Region to state with particularity the following information:

- a. The dates, by day and hour, that the alleged unlawful activity occurred.
- b. The manner in which the alleged supervisor Gibbons, created the impression of surveillance of Respondent's employees.
- c. The names and addresses of employees to whom the alleged supervisor, Gibbons, allegedly created the impression of surveillance of the employees' union and concerted activities.
- d. Additionally, Respondent requests the Regional Director of the Sixteenth Region to supply Respondent with a copy of any and all affidavits, statements and/or other information, material and records upon which he relies for support of the alleged violations as found in paragraph 7 (a) of the Complaint herein.

3. Respondent submits that paragraph 7 (b) of the Complaint herein is so vague and indefinite that Respondent cannot effectively prepare a defense thereto or plead responsively in conjunction therewith. Respondent respectfully requests the Regional Director of the Sixteenth Region to state with particularity the following information:

- a. The dates, by day and hour, that the alleged unlawful activity occurred.

- b. The names and addresses of employees whom the alleged supervisor, Gibbons, allegedly threatened with surveillance of their union activities.
- c. The remarks made by the alleged supervisor Milstead which the Regional Director alleges were threats to Respondent's employees of surveillance of their union activities.
- d. Additionally, Respondent requests the Regional Director of the Sixteenth Region to supply Respondent with a copy of any and all affidavits, statements and/or other information, material and records upon which he relies for support of the alleged violations of the Act as found in paragraph 7 (b) of the Complaint herein.

4. Respondent submits that paragraph 7 (c) of the Complaint herein is so vague and indefinite that Respondent cannot prepare a defense thereto or plead responsively in conjunction therewith. Respondent respectfully requests the Regional Director of the Sixteenth Region to state with particularity the following information:

- a. The dates, by day and hour, that the alleged unlawful activity occurred.
- b. The names and addresses of employees whom the alleged supervisor, Wyatt, allegedly ordered, instructed, and/or directed not to distribute union handbills on Respondent's property.
- c. The statements made by the alleged supervisor Wyatt which the Regional Director of the Sixteenth Region alleges violate the Act.
- d. Additionally, Respondent requests the Regional Director of the Sixteenth Region

to supply Respondent with a copy of any and all affidavits, statements and/or other information, material and records upon which he relies for support of the alleged violations as found in paragraph 7 (c) of the Complaint herein.

5. Respondent submits that paragraph 7 (d) of the Complaint herein is so vague and indefinite that Respondent cannot effectively prepare a defense thereto or plead responsively in conjunction therewith. Respondent respectfully requests the Regional Director of the Sixteenth Region to specify with particularity the following information:

- a. The dates, by day and hour, that the alleged unlawful activity occurred.
- b. The names and addresses of employees whom the alleged supervisor, Gresham, orally threatened with economic reprisal because they participated in a strike protesting the Respondent's alleged unfair labor practices.
- c. The alleged unfair labor practices which the employees protested.
- d. The specific statements by the alleged supervisor, Gresham, on which the Regional Director bases his allegation that Respondent violated the Act.
- e. Additionally, Respondent requests the Regional Director of the Sixteenth Region to supply Respondent with a copy of any and all affidavits, statements and/or other information, material and records upon which he relies for support of the alleged violations as found in paragraph 7 (d) of the Complaint herein.

6. Respondent submits that paragraph 7 (3) of the Complaint herein is so vague and indefinite that Respondent cannot effectively prepare a defense thereto or plead responsively in conjunction therewith. Respondent respectfully requests the Regional Director of the Sixteenth Region to state with particularity the following information:

- a. The dates, by day and hour, that the alleged unlawful activity occurred.
- b. The names and addresses of employees whom the alleged supervisor, Stewart, orally ordered, instructed, and/or directed his employees not to engage in union activity at the plant.
- c. The specific statements of the alleged supervisor Stewart which the Regional Director alleges were violative of the Act.
- d. Any witnesses, other than those directly ordered, instructed, and/or directed, to the statements of Stewart which are alleged to have violated the Act.
- e. Additionally, Respondent requests the Regional Director of the Sixteenth Region to supply Respondent with a copy of any and all affidavits, statements and/or other information, material and records upon which he relies for support of the alleged violations as found in paragraph 7 (e) of the Complaint herein.

7. Respondent submits that paragraph 8 of the Complaint herein is so vague and indefinite that Respondent cannot effectively prepare a defense thereto or plead responsively in conjunction therewith. Respondent respectfully

requests the Regional Director of the Sixteenth Region to state with particularity the following information:

- a. The facts upon which the Regional Director assumes that the employees named in this paragraph went on strike.
- b. The content of any conversations between any of the persons named in paragraph 8 of the Complaint and/or R.L. Barrett and the names and addresses of any witnesses to such conversations.
- c. Additionally, Respondent requests that Regional Director of the Sixteenth Region to supply Respondent with a copy of any and all affidavits, statements and/or other information, material and records upon which he relies for support of the alleged violations as found in paragraph 8 of the Complaint herein.

8. Respondent submits that paragraph 9 of the Complaint herein is so vague and indefinite that Respondent cannot effectively prepare a defense thereto or plead responsively in conjunction therewith. Respondent respectfully requests the Regional Director of the Sixteenth Region to state with particularity the following information:

- a. The facts upon which the Regional Director relies in concluding that the employees listed in paragraph 9 made an unconditional offer to return to their former or substantially equivalent positions of employment.
- b. The facts, including any conversations and/or written material, upon which the Regional Director relies in concluding that Respondent refused the alleged unconditional offer to return.
- c. Any and all facts upon which the Regional Director relies in concluding that

Respondent forthwith discharged the employees listed in paragraph 9 of the Complaint herein.

- d. Additionally, Respondent requests the Regional Director of the Sixteenth Region to supply Respondent with a copy of any and all affidavits, statements and/or other information, material and records upon which he relies for support of the alleged violations as found in paragraph 9 of the Complaint herein.

9. Respondent submits that paragraph 12 of the Complaint herein is so vague and indefinite that Respondent cannot effectively prepare a defense thereto or plead responsively in conjunction therewith. Respondent respectfully requests the Regional Director of the Sixteenth Region to state with particularity the following information:

- a. The facts upon which the Regional Director relies in concluding that Respondent discharged the persons named in paragraph 9, 10 and 11 of the Complaint because they joined or assisted the union and/or engaged in other union activity or concerted activity for the purpose of collective bargaining or mutual aid or protection.
- b. The names and addresses of any witnesses whose testimony was relied on in making the allegations found in paragraph 9, 10, 11 and 12 of the Complaint herein.
- c. The facts upon which the Regional Director relies in concluding that the activity engaged in by the persons listed in paragraphs 9, 10 and 11 of the Complaint was in fact "protected concerted activity".
- d. Additionally, Respondent requests the Regional Director of the Sixteenth Region to

supply Respondent with a copy of any and all affidavits, statements and/or other information, material and records upon which he relies for support of his conclusion that the activity described in paragraph 9, 10 and 11 of the Complaint herein were discriminatory and violative of the National Labor Relations Act, as amended.

10. Respondent submits that paragraph 14 of the Complaint herein is so vague and indefinite that Respondent cannot effectively prepare a defense thereto or plead responsively in conjunction therewith. Respondent respectfully requests the Regional Director of the Sixteenth Region to state with particularity the following information:

- a. The testimony upon which the Regional Director relies in concluding that the alleged strike, described in paragraph 8 of the Complaint, was an unfair labor practice strike and any testimony, records, minutes of union meetings, and/or other material by which the Regional Director inferred a "causal" connection between the alleged strike described in paragraph 8 of the Complaint and the alleged unfair labor practices found in paragraph 8, 9, 10 11, and 12 of the Complaint herein.
- b. The testimony and any other evidence, upon which the Regional Director relies in concluding that the strikes described in paragraph 8 of the Complaint herein was prolonged by Respondent's conduct as alleged in paragraph 7 of the Complaint, and any testimony, records, minutes of union meetings, and/or any other material upon which the Regional Director relies in concluding that the strike described in paragraph 8 of the Complaint was prolonged by Respondent's conduct as alleged in paragraph 7 of the Complaint.

- c. The testimony, records, minutes of union meetings, and/or any other evidence upon which the Regional Director relies in concluding that Respondent's conduct as described in Case No. 16-CA-2568, prolonged the alleged strike as described in paragraph 8 of the Complaint herein.
- d. Additionally, Respondent requests the Regional Director of the Sixteenth Region to supply Respondent with a copy of any and all affidavits, statements and/or other information, material and reports upon which he relies for support of his conclusion that the strikes described in paragraph 8 and 13 of the Complaint herein were unfair labor practice strikes.

11. Respondent submits that paragraphs 15, 16, 17 and 18 of the Complaint herein are so vague and indefinite that Respondent cannot effectively prepare a defense thereto or plead responsively in conjunction therewith. Respondent respectfully requests the Regional Director of the Sixteenth to state with particularity the following information:

- a. The testimony, records, minutes of union meetings, and/or other evidence upon which the Regional Director relies in concluding that the activity described in paragraph 7, 8, 9, 10, 11 and 12 of the Complaint herein are unfair labor practices within the meaning of Section 8 (a) (1) and Section 2 (6) (7) of the Act.
- b. The testimony, records, minutes of union meetings, and/or any other evidence upon which the Regional Director relies in concluding that by the Acts described in paragraph 9, 10, and 12 of the Complaint herein that Respondent did discriminate, and is discriminating, in regard to how tenure or terms or conditions of employment of its employees

and that such activities discouraged membership in labor organizations, and therefore Respondent did thereby engage in unfair labor practices within the meaning of the Act.

- c. The testimony, records, facts and/or other evidence upon which the Regional Director relies in concluding that the acts of Respondent described in paragraph 7, 8, 9, 10, 11 and 12 of the Complaint herein have a close, intimate, and substantial relationship to trade, traffic and commerce among the several States and tends to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.
- d. Additionally, Respondent requests the Regional Director of the Sixteenth Region supply Respondent with a copy of any and all affidavits, statements and/or other information, material and records upon he relies for support of the conclusions he asserts in paragraphs 15, 16, 17 and 18 of the Complaint herein.

12. In paragraph 6 of the said Complaint, the Complaint names fourteen persons, R. L. Barrett, Clark Collins, Earl Davis, Sam Gibbons, J. W. Gresham, George Head, John McGill, James Milstead, Jack Morris, Darwood Pike, Joe Roberts, James Stewart, Cecil Thomas, and Tommy Wyatt, who are alleged to be supervisors. In paragraphs 7 and 8 of the Complaint (the only part of the Complaint where any allegations are made with reference to actions of any of said alleged supervisors), there are only six of them named, to-wit, Gibbons, Milstead, Wyatt, Gresham, Stewart and Barrett, and there is no allegation as to the other eight taking any action whatsoever. Nowhere does it appear that any of the

other persons took any action or inaction, nor is it alleged as to what they did or failed to do or with whom they talked or why they are even involved, nor is the approximate time, date and place given, nor when and where any acts were committed, nor the names of Respondent's agents alleged to have committed same. The failure of the Complaint to state any matters involving eight of the alleged persons who are named in paragraph 6 and the failure of the Complaint to allege specifically facts as outlined in the preceding sentence as to alleged discriminatory acts contained elsewhere in the Complaint renders such Complaint so vague and indefinite in each instance as to leave Respondent without fair notice of what the Complaint charges and what proof will be required by Respondent at the hearing in order to meet the same, and Respondent is thereby denied the opportunity properly to prepare its defense and fully and properly to prepare its Answer herein.

UNLESS, Respondent is informed with regard to the request above, Respondent will be unduly prejudiced as it cannot reasonably be required to frame a responsive pleading to the Regional Director's Complaint, nor can Respondent effectively prepared defense to the unfair labor practice charges alleged against it by the Regional Director of the Sixteenth Region of the National Labor Relations Board.

Further, Respondent submits that unless its Motion for a Bill of Particulars is granted, that it will be denied

Due Process of Law under the Constitution of the United States of America and the Constitution of the State of Texas.

THEREFORE, Respondent respectfully submits that its Motion for a Bill of Particulars should be granted in order that justice may be done.

[Subscription Omitted in Printing]

[Certificate of Service Omitted in Printing]

[G.C.EX.1(h)]

[Caption Omitted in Printing]

ANSWER AND DEFENSES TO COMPLAINT

COMES NOW TYLER PIPE & FOUNDRY COMPANY, the Respondent in the above styled and numbered cause, by and through its undersigned attorneys and without waiving its Motion to Dismiss, Motion to Strike, Motion for Bill of Particulars, and any other Pleadings that it might otherwise be entitled to file, and pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, as amended, and files this its Answer and Defenses to the Complaint issued herein, and says:

FIRST DEFENSE

The Complaint filed herein fails to state a claim upon which relief can be granted.

SECOND DEFENSE

The Complaint filed herein failed to state a cause of action.

THIRD DEFENSE

Respondent answers each and every allegation in the Complaint as follows:

1. Respondent admits the allegations contained in paragraphs 2, 3 and 10 of the Complaint filed herein.

2. Respondent is without sufficient knowledge to answer the allegations contained in paragraphs 4 and 5 of the Complaint filed herein.

3. Respondent specifically denies each phrase, sentence, clause, paragraph and word of the allegations contained in paragraphs 1, 6, 7, 7(a), 7(b), 7(c), 7(d), 7(e), 8, 9, 11, 12, 13, 14, 15, 16, 17 and 18 of the Complaint filed herein.

FOURTH DEFENSE

Respondent affirmatively alleges, avers and pleads that on or about August 19, 1966, and at all times prior thereto, it had no knowledge of any union activity and/or participation by Clifton McCloud.

FIFTH DEFENSE

Respondent affirmatively alleges, avers and pleads that it discharged Clifton McCloud for just cause and that McCloud's discharge in no way violated the National Labor Relations Act, as amended.

SIXTH DEFENSE

Respondent affirmatively alleges, avers and pleads that Arthur C. Smith, II, on or about February 28, 1966, voluntarily quit his job with Respondent for the purpose of looking for a better job.

SEVENTH DEFENSE

Respondent affirmatively alleges, avers and pleads that the unfair labor practice charge filed by and/or in behalf of Arthur C. Smith, II, is barred by the Statute of Limitations as found in Section 10(b) of the National Labor Relations Act, as amended, and is therefore barred from consideration in this Complaint.

EIGHTH DEFENSE

Respondent affirmatively alleges, avers and pleads that Frank W. Love, Leon M. Clay, Dolphus Howard, J.W. Hargest, Ella Mae Campbell, Emma Jean Dixon, Francis Johnson and A. M. Gordon, on or about August 5, 1966, voluntarily left their employment with Respondent.

NINTH DEFENSE

Respondent affirmatively alleges, avers and pleads that even if Frank W. Love, Leon M. Clay, Dolphus Howard, J. W. Hargest, Ella Mae Campbell, Emma Jean Dixon, Francis Johnson and A. M. Gordon, did go on strike on or about August 5, 1966, that said strike was an economic strike, and first seven that when and if the above named/persons made an unconditional

offer to return to their former or substantially equivalent positions of employment with Respondent that they had been permanently replaced by Respondent and therefore Respondent's refusal of the alleged offer to return was in no way violative of the National Labor Relations Act, as amended.

TENTH DEFENSE

Respondent affirmatively alleges, avers and pleads that in the instant Complaint the only person named who was discharged by Respondent was Clifton McCloud, and that he was discharged for cause.

ELEVENTH DEFENSE

Respondent affirmatively alleges, avers and pleads that the alleged strike which occurred on or about August 5, 1966, violated the laws of the State of Texas and therefore was an illegal, unauthorized strike, and consequently the persons named in paragraphs 8 and 9 of the Complaint herein were not entitled to any protection under the National Labor Relations Act, as amended.

TWELFTH DEFENSE

Respondent affirmatively alleges, avers and pleads that the activity engaged in by the persons named in paragraphs 8 and 9 of the Complaint herein was in no-wise protected, concerted activity within the meaning of the National Labor Relations Act, as amended.

THIRTEENTH DEFENSE

Respondent affirmatively alleges, avers and pleads that even if the activity alleged in paragraphs 8 and 9 of the Complaint herein was a strike, that it was an illegal and unauthorized wildcat, intermittent, and/or partial strike, and therefore the persons involved therein were not entitled to the protection of the National Labor Relations Act, as amended.

FOURTEENTH DEFENSE

Respondent affirmatively alleges, avers and pleads that it is not guilty of any violation of the National Labor Relations Act, as amended; that it has been wrongfully accused and charged; that the Regional Director of the Sixteenth Region of the National Labor Relations Board erred as a matter of fact and law in issuing Complaint No. 16-CA-2782; and, that the Trial Examiner of the National Labor Relations Board is without authority to hear and decide Case No. 16-CA-2782 until Case No. 16-CA-2568 has been finally and completely disposed of by the National Labor Relations Board and/or the Courts of the United States of America.

WHEREFORE, Respondent prays that the Complaint be dismissed and it go hence without day, and for such general, special and equitable relief as may be just and proper.

[Subscription Omitted in Printing]

[Certificate of Service Omitted in Printing]

[G.C.EX. 1(l)]

[Caption Omitted in Printing]

ORDER

On November 8, 1966, counsel for Respondent filed a Motion for a Bill of Particulars with regard to paragraphs 6, 7, 8, 9, 12, 14, 15, 16 and 17 of the complaint in the above-entitled case to which counsel for the General Counsel filed an opposition dated November 9, 1966. Having duly considered the record herein, it is

ORDERED that Respondent's motion be, and the same hereby is, denied for the following reasons:

1. In its motion, Respondent asserts that it is of the impression that the dates alleged in paragraph 1 of the complaint are inaccurate. The General Counsel, in the opposition, however, states that Respondent was duly served with copies of the original and first amended charges on the dates indicated in paragraph 1.
2. Respondent is seeking names of witnesses and evidentiary material which the Board consistently refuses to grant prior to hearing. Walsh-Lumpkin Wholesale Drug Company, 129 NLRB 294.
3. The General Counsel is not required to furnish Respondent with copies of affidavits, statements, material and records. (Section 102.118, NLRB Rules and Regulations, Series 8, as amended; Raser Tanning Company, 122 NLRB 640).
4. The complaint is sufficiently particular to comply with the specificity requirements of Section 102.15 of the Board's Rules and Regulations.

Dated: November 22, 1966.

[Subscription Omitted in Printing]

[G.C.EX. 1(o)]

MOTION TO AMEND COMPLAINT

TO THE HONORABLE DAVID E. DAVIS, TRIAL EXAMINER:

Now comes Counsel for the General Counsel and files this his Motion to Amend Complaint, dated October 26, 1966, GC-1(e), in the aforesaid matter in the following particulars:

1.

That paragraph 7A of the aforesaid Complaint be amended by inserting immediately following subparagraph 7A(d) an additional subparagraph to be designated subparagraph 7A(e) which shall read as follows:

(e) Respondent, on or about the dates set out hereinbelow, without prior notification to, or consultation with, the Union unilaterally changed approximately 415 of its employees' ^{1/} (employed at its Swan, Texas, plant) job grades and wages and unilaterally promoted them from one job classification and/or grade to another job classification and/or grade:

February 26, 1966	April 30, 1966
March 5, 1966	May 7, 1966
March 12, 1966	May 14, 1966
March 19, 1966	May 21, 1966
March 26, 1966	May 28, 1966
April 2, 1966	June 4, 1966
April 9, 1966	June 11, 1966
April 16, 1966	June 18, 1966
April 23, 1966	

2.

That paragraph 16 of the aforesaid complaint be amended by inserting the letters and numbers "7(h)" and "7A(d)" on the first line of paragraph 16 immediately before the number "9" appearing on said line.

DATED at Fort Worth, Texas,
this 27th day of December, 1966.

[Subscription Omitted in Printing]

[Certificate of Service Omitted in Printing]

^{1/} The names, wage and job grade changes, and promotions of the employees referred to above are shown on GC-29(u) through GC-29(kk).

[G.C.EX. 1(p)]

COPY

FROM OFFICES OF
MALONE, SEAY & GWINN
DALLAS 1, TEXAS

January 6, 1967

CERTIFIED MAIL
NO. 164507
Return Receipt Requested

AIR MAIL SPECIAL DELIVERY

Honorable David E. Davis
Trial Examiner
c/o Trial Examiner Division
450 Golden Gate Avenue
San Francisco, California

Re: Case No. 16-CA-2723
Tyler Pipe & Foundry Company
and
International Molders & Allied
Workers Union, AFL-CIO

Dear Mr. Davis:

Please find enclosed original and two copies of Employer's
Opposition to General Counsel's Motion to Amend Complaint.

By copy of this letter we are forwarding said pleading to
Mr. Boyd and attorney Eckhardt.

Very truly yours,

Original Signed
by Robert G. Mebus
Robert G. Mebus

EGM
ce
enclosures

cc: Mr. Charles Boyd CERTIFIED MAIL
Representative NO. 164508 Return Receipt Requested
Molders & Allied Workers, AFL-CIO
5 Lakeside Drive
Bridgeton, New Jersey

✓ cc: Mr. Norman Eckhardt CERTIFIED MAIL
National Labor Relations Board NO. 164509 Return Receipt
Sixteenth Region Requested
Room 8A24 Federal Office Building
819 Taylor Street
Fort Worth, Texas

[Caption Omitted in Printing]

OPPOSITION TO GENERAL COUNSEL'S MOTION
TO AMEND COMPLAINT

TO THE HONORABLE DAVID E. DAVIS, TRIAL EXAMINER

COMES NOW Respondent, TYLER PIPE & FOUNDRY COMPANY, in the above styled cause, and, pursuant to Section 102,24 of the Rules and Regulations, as amended, of the National Labor Relations Board, and files this its Opposition to General Counsel's Motion to Amend Complaint, and in support thereof says:

1) All of the alleged unlawful acts complained of in General Counsel's MOTION TO AMEND COMPLAINT occurred more than six (6) months prior to the filing of the Motion herein, and are therefore barred from consideration in the present cause by Section 10 (b) of the National Labor Relations Act, as amended.

2) Even assuming the critical date herein to be the date the original Complaint in case No. 16-CA-2782, which date was October 26, 1966, all alleged unfair labor practices occurring prior to May 21, 1966, as alleged in paragraph 1 (e) of General Counsel's Motion to Amend Complaint, may not properly be considered in this cause as they are barred by Section 10 (b) of the National Labor Relations Act, as amended. See Selma Trailer & Mfg. Co. of California, Inc., 151 NLRB No. 130 (1965); Borg-Warner Corp., 128 NLRB 1035 (1960); Springfield Garment Mfg. Co., 152 NLRB No. 109 (1965).

3) The General Counsel's Motion to Amend its Original Complaint dated December 27, 1966 alleges for the first time that the Tyler Pipe & Foundry Company took unilateral action with regard to job promotions or transfers from the period February 26, 1966 - June 18, 1966. Employer had no prior notice of the purpose of introduction of any promotional lists, and no notice that a violation of the Act was being charged or that such amendment would be filed and will be unable to adequately prepare its defenses if this Amendment is allowed, either to show that there was no violation of the Act or to rebut claimed background of anti-union animus if that is the purpose of such amendment

It will be necessary in preparation of this case that the Company's attorneys locate and confer with the individuals named and their supervisors and investigate this complaint with regard to 415 people only two weeks before the scheduled date for re-opening of the hearing is to commence. To allow this Amendment would be burdensome and oppressive to the Employer and would be unconscionable, grossly unfair and an abuse of discretion by forcing the Employer to defend against charges involving many of its employees without benefit of adequate investigation and within such a brief period of time, and in effect would inject at this late date into the case individual trials in 415 separate and distinct fact situations.

4) Even assuming arguendo without admitting in any way the truth of the violations alleged in paragraph 1 (e) of General Counsel's Motion to Amend Complaint, the amendment

sought herein does not state facts sufficient to establish prima facie that Respondent violated any section of the National Labor Relations Act, as amended, in as much as there are no allegations in original Complaint or any subsequent amendment thereto that the Union herein was the certified bargaining agent of an uncoerced majority of Respondent's employees in an appropriate unit or that the Union herein ever represented an uncoerced majority of Respondent's employees in an appropriate unit.

WHEREFORE, Respondent respectfully prays that General Counsel's Motion to Amend Complaint be denied.

[Subscription Omitted in Printing]

[G.C.EX. 1(q)]

[Caption Omitted in Printing]

RULING ON MOTION TO AMEND COMPLAINT

Under date of December 27, 1966, Counsel for the General Counsel filed a Motion with the undersigned to amend the complaint, hitherto issued in the above entitled matter on October 26, 1966, in certain respects. Counsel for Respondent and the Charging Party have been duly served with copies of said Motion. An opposition having been received from Counsel for Respondent, it has been duly considered by the undersigned.

The Motion to amend the complaint referred to above is granted without prejudice to Respondent renewing its opposition at the conclusion of the hearing.

With respect to Respondents Paragraph 1 and 2 of its opposition I can only reiterate what I have stated during the course

of the hearing that in arriving at a decision consideration will be given to evidence predating the 10(b) period only as background and that no violations will be found which are inescapably grounded on events predating the 10(b) period.

With regard to Respondents Paragraph 3 of its opposition I do not view the allowance of the amendment as burdensome and oppressive upon Respondent.

With regard to Paragraph 4 of Respondents opposition the undersigned during the course of the hearing has without objection of Respondent, taken official notice of the Board's decision in Tyler Pipe and Foundry Company 161 MLRB No. 66. Accordingly the failure to plead the appropriate unit constitutes a technicality which, in my opinion, is insufficient to warrant a denial of the Motion to amend.

Dated: January 9, 1967.

[Subscription Omitted in Printing]

[G.C.EX. 1(s)]

[Caption Omitted in Printing]

MOTION TO AMEND COMPLAINT

TO THE HONORABLE DAVID E. DAVIS, TRIAL EXAMINER:

Now comes Counsel for the General Counsel and files this his Motion to Amend Complaint and Notice of Hearing, dated October 26, 1966 (GC-1(e)) in the aforesaid matter in the following particulars:

1.

That the following paragraphs be inserted immediately after Paragraph 7A, such paragraphs to be designated Paragraphs "7B", "7C", and "7D" which shall read as follows:

7B.

All production and maintenance employees employed by Respondent at its plant in Swan, Texas, excluding over-the-road truckdrivers and their helpers, professional and technical employees, office and plant clerical employees, guards, watchmen, and supervisors as defined in the Act constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act.

7C.

On or about August 5, 1965, a majority of the employees of the Respondent in the unit described above in paragraph 7B, by secret ballot election conducted under the supervision of the Regional Director for the Sixteenth Region of the National Labor Relations Board, designated and selected the Union as their representative for the purposes of collective bargaining with the Respondent.

7D.

On or about August 11, 1965, Respondent timely filed objections to the conduct of the election and conduct affecting the results of the election conducted on August 5, 1965, with the Regional Director for the Sixteenth Region of the Board. On September 30, 1965, the Regional Director for the Sixteenth Region of the Board issued a Supplemental Decision and Certification of Representative in which he overruled Respondent's objections and certified the Union as the exclusive collective bargaining representative of the unit of employees described above in paragraph 7B.

2.

That paragraph 15 of the aforesaid complaint be amended by inserting the number and letter "7A" on the first line of paragraph 15 between the numbers "7" and "8" appearing on said line.

3.

That the second line of paragraph 18 of the aforesaid complaint be amended by deleting the phrase "and (3)" therefrom, and inserting in lieu thereof the phrase "(3) and (5)."

DATED: January 11, 1967.

[Subscription Omitted in Printing]

[G.C.EX. 4]

NO-SOLICITATION RULE AT TYLER PIPE & FOUNDRY COMPANY

No persons not in the employment of this company are allowed to solicit this company's employees or anyone else on company time or property for any reason.

No employee will be allowed to solicit for any reason while he is on the job. This rule applies only to actual working time, not to break time, lunch time, or before or after work. All types of solicitations on company time are prohibited by this rule, including solicitations in behalf of or in opposition to any labor organization. Anyone who violates this rule and who thereby neglects his own work or interferes with the work of other employees will be subject to discharge.

[G.C.EX. 8]

MEET YOUR
 TYLER PIPE & FOUNDRY EMPLOYEE IN-PLANT COMMITTEE
 WORKING FOR YOU . . .

DECENT WAGES . . .

JOB SECURITY . . .

GOOD WORKING CONDITIONS . . .

FREEDOM FROM FEAR . . .

RESPECT ON THE JOB . . .

YOU ARE THE UNION

SUPPORT YOUR COMMITTEE

BUILD YOUR UNION

NOTICE:

TYLER PIPE EMPLOYEE RALLY

Saturday, July 23rd, 7:30 P. M.

Delisa Ballroom

Located on the Texas College Road . . .
 just off North Part of Loop 323, Tyler

ALL EMPLOYEES INVITED



Curtis Ford
 Melvin Moss
 Vincente Monte



JOHN T. PETERBAUGH



Charles Wilson
 Frank W. Love
 C. H. McCloud
 L. E. Lott



Andrew Smith
 Lunch Master
 Marshall Maynard
 Bob Denny



Raymond Bickardite
 Doyle Malone
 Correll Franklin



Joe Smith
 George Lavin
 Zed Ed Arhons

Committee Members Not Shown

C. V. Sessions, David Denny, Leon Clay, T. L. (Dude) Correll, R. B. McCleary, A. Bonedick, Richard Parker, Albert Lee, Seymour Williams, A. Nelson, Jack Curtis

[G.C.EX. 9]

October 25, 1966

P-27895

STATE OF TEXAS VS. CLIFTON McCLOUD

WE, THE JURY FIND THE DEFENDANT NOT GUILTY NOT GUILTYWE, THE JURY FIND THE DEFENDANT GUILTY _____ AND ASSESS
HIS FINE AT _____JOHN RATCKIEF

FOREMAN

MINIMUM \$1.00
Maximum \$200.00

John Ratckieff

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS

L. E. Crow

do solemnly swear that I have reasons to believe and do

believe that heretofore, to-wit, on or about the 18th day of August

A. D. 1966, and anterior

to the filing of this complaint, in the county of Smith and State of Texas, one

Clifton McCloud

did then and there unlawfully in the presence and hearing of L. E.

Crow, did curse and abuse the said L. E. Crow, and use violently abusive language to and concerning the said L. E. Crow, under circumstances reasonably calculated to provoke a breach of the peace;

And I, L. E. Crow, do further solemnly swear that my belief as set forth in the first paragraph hereof is based upon my personal knowledge and observation of the offense hereinbefore charged.

against the peace and dignity of the State.

SWORN TO AND SUBSCRIBED Before me this 18th day of

August

A. D. 1966

ASSISTANT

CRIMINAL DISTRICT ATTORNEY OF SMITH COUNTY, TEXAS

No. 27895		THE STATE OF TEXAS		V.		Clifton McCloud W/M/23		COMPLAINT		Charged with Using Abusive Lan-		18th day of August 1966		Justice of Peace		Scout's Witness and Address	
						2074 W. Center				SUAFO						L. E. Crow, Rt. 10, Tyler	
						Address											

[G.C.EX. 11]

TYLER PIPE AND FOUNDRY

Company

P. O. BOX 2027
 TYLER, TEXAS 75702
 AREA CODE 214
 PHONE UN 7-6111

OFFICE OF THE PRESIDENT

June 6, 1966

Dear Fellow Employee:

Since our last report to you regarding the Hearing related to the union election held last August, the National Labor Relations Board gave the Company until May 30, 1966 within which to file a brief setting forth the Company's position. This brief has now been filed, explaining that the Company has at all times since the election had a good faith doubt that the union represents or, in fact, ever represented a true majority of uncoerced production and maintenance employees.

The Company has set out its objections to the election and is seeking to have an early determination of this matter in an open hearing before the Labor Board and before the U. S. Court of Appeals.

Since the petition for an election was originally filed by the union, all matters with respect to wages, hours and working conditions have been frozen. However, considerable time has elapsed and the Company feels that our employees should not be penalized further by the continued freezing of these conditions. For this reason, we are pleased to announce the following pay increases for all hourly employees.

1. A six cent (6¢) per hour across-the-board increase
2. A six cent (6¢) per hour shift differential for all hourly work performed between 6:00 p.m. and 6:00 a.m.

These increases are to be effective with the payroll period beginning June 12, and the union has been so informed.

This increase is in line with our policy which has been, and always will be, "to do our very best to fairly distribute profits in the form of wages and benefits" after purchasing the equipment necessary to provide our customers with the highest quality product at the lowest possible cost. This raise in pay is being made because your Management is confident that this increase in cost, which amounts to over \$300,000.00 per year, will be offset in part by each man doing his share to eliminate waste and improve efficiency in our operations.

Remember that wages must be paid from profits and that profits can only be made through the sale of your labor to our customers. The customer is the job maker and profits are the job preserver. We ask your continued cooperation in providing our customers with the quality and service they expect and deserve.

As soon as we receive further information from the National Labor Relations Board, we will let you know.

Sincerely yours,

TYLER PIPE & FOUNDRY COMPANY

John A. Warner
John A. Warner

[G.C.EX. 12]

PLANT SCHEDULE

August 1, 1966

To: All Employees
From: W. J. Speas, Jr.
Subject: PLANT OPERATIONS SCHEDULE
SOUTH PLANT

Operations will be on a 5-day schedule continuing through to the end of working hours for Friday, August 5.

Resume operations on Monday, August 8.

NORTH PLANT

Operations will continue through to the end of working hours for the second shift on Friday, August 5.

Resume operations at the beginning of working hours for the first shift on Monday, August 8.

WJSjr:aw

W. J. Speas, Jr.
W. J. Speas, Jr.

[G.C.EX. 13]

7 A

Since on or about February 23, 1966, Respondent has violated Sections 8 (a) (5) and (1) of the Act by the following acts and conduct:

(a) Although previously requested to bargain with the Union with respect to such matters, Respondent, on or about August 5, 1966, without notice to, or consultation with, the Union unilaterally (1) combined the third shift of its Hub Core Department with the first and second shifts of such Departments, (2) changed the regular working hours of its Hub Core Department employees and (3) reduced the wages of two of its Hub Core Department employees, Dolphus Howard and J. W. Hargest.

(b) Although Respondent was requested at all times since February 23, 1966, more particularly on or about July 26, 1966, by the Union to bargain with it concerning the wages, hours, and conditions of employment of its Swan, Texas Plant employees, Respondent has failed and refused and continues to fail and refuse to bargain with the Union with respect to the aforesaid matters.

(c) Respondent, without prior adequate notice to, or consultation with, the Union, on or about June 12, 1966, unilaterally granted increases in wages to its employees employed at its Swan, Texas Plant.

[G.C.EX. 19]

Please Read

EMPLOYEES OF TYLER PIPE AND FOUNDRY!!!

WHAT IS THE COMPANY UP TO NOW???

FEAR IS A TWO EDGED SWORD WHICH IN TIME WEARS ITS SELF OUT AND REBOUNDS ON THE USER.

WHY HAS THE COMPANY ARBITRARILY DISCHARGED NINE EMPLOYEES IN THE NORTH PLANT HUB CORE DEPARTMENT???

HERE ARE THE FACTS:

On Friday, August 5, 1966, the Company arbitrarily and without due notice decided to change its operation schedule.

The department of 48 men (3 shifts) was reduced to 34 men and ordered to work two 10-hour shifts with the view of getting the same work out in twenty hours that the crew got out in 24 hours...this with 14 less men...a partial list being as follows: 1. L. M. Clay; 2. L. W. Hargest; 3. Frank W. Love; 4. Dolphus Howard; 5. Francis Johnson; 6. Emma Jean Dixon; 7. A. M. Gordon...

The 14 men eliminated from the job were down graded with up to 25 cents per hour less pay, and those remaining were to take on the increased work load.

The Company refused to talk to Committeemen representing the group or to talk to more than one man at a time.

Eight employees on the night shift left their jobs in protest after completing a forty-hour week. Four employees stayed home. When 8 of the employees reported for work on their regular scheduled shift Sunday at 6:00 PM, they were summarily discharged.

The Committee contacted Mr. Dave McKie on Sunday, and Mr. McKie said that the Company would not talk to more than one man at a time, and as far as he was concerned those employees who walked off of the job were considered as having resigned. (??)

At this time it is not known the disposition of the other 4 employees involved, but if the Company is consistent, they also will be discharged.

THE SAME OLD STORY OF ARBITRARY ACTION

MORE WORK!!!

MORE HOURS!!!

LESS PAY!!!

BUT THEY WON'T GET AWAY WITH IT!!!

WE, THE COMMITTEE, INTEND TO BACK THESE WORKERS AND ALL OTHER WORKERS OF TYLER PIPE AND FOUNDRY COMPANY IN THEIR FIGHT FOR ECONOMIC JUSTICE AND JOB SECURITY.

WE CALL ON ALL EMPLOYEES TO JOIN US, and WILL APPRECIATE YOUR COOPERATION!

THE IN-PLANT COMMITTEE

[G.C.EX. 20]

TYLER PIPE AND FOUNDRY

Company

OFFICE OF THE PRESIDENT

P. O. BOX 2027
TYLER, TEXAS—75702
AREA CODE 214
PHONE UN 7-6111

Dear Fellow Employee:

July 20, 1965

Your company has always had a policy of giving its employees the best possible wages and the best possible fringe benefits consistent with its economic position.

Here, for your evaluation, are some rate comparisons between Tyler Pipe & Foundry Company and the union shop rates at Western Foundry Company.

Considering that you are required to pay dues to belong to the union at the rate of about \$.03 per hour (based on \$5.00 per month and 2000 hours per year), you should subtract \$.03 from each Western Foundry rate when comparing it to the same job at Tyler Pipe.

If your job does not appear here, it is because Western does not have the same job or the jobs are on incentive and can not be compared due to difference in method of operation.

You obtained these wages without an outside union and without having to contribute part of your earnings to pay the big salaries and big expense accounts of union officials.

I urge you to vote for your company and against the union. VOTE "NO".

We have neither promised or threatened; we are giving you facts. The decision is up to you.

Sincerely yours,

TYLER PIPE & FOUNDRY COMPANY

John A. Warner

John A. Warner

PAY RATES

<u>Job Classification</u>	<u>TYLER PIPE & FOUNDRY COMPANY</u>			<u>ORGANIZED FOUNDRY IN TYLER</u>	
	<u>BASE</u>	<u>JOB</u>	<u>TOP</u>	<u>STARTING</u>	<u>TOP</u>
Charging Crane Operator	\$2.03	\$2.14	\$2.24	\$2.13	\$2.23
Cupola Tender	2.03	2.14	2.24	1.93	2.08
Mixing Ladle Operator	1.59	1.66	1.73	1.53	1.68
Coke & Rock Chargers	1.72	1.80	1.88	1.53	1.63
Utility Man Production	1.54	1.61	1.67	1.53	1.63
Shell Core Machine Operator	1.72	1.80	1.88	1.73	1.83
Shell Sand (Muller Helper)	1.72	1.80	1.88	1.43	1.53
Shell Sand (Muller Operator)	1.91	2.00	2.09	1.53	1.68
Oven Tender (Gas)	1.72	1.80	1.88	1.53	1.63
Core Carrier	1.59	1.66	1.73	1.43	1.58
Ladle Liner	1.81	1.90	1.98	1.53	1.63
Pipe Lifter (Transfer)	1.59	1.66	1.73	1.53	1.68
Pipe Dipper	1.72	1.80	1.88	1.63	1.78
Pipe Welder (Casting Repair)	1.65	1.73	1.80	1.63	1.73
Grinder (Pipe)	1.65	1.73	1.80	1.53	1.63
Reamer & Painter	1.59	1.66	1.73	1.53	1.63
Pattern Changer (Equip. Changer)	1.72	1.80	1.88	1.73	1.83
Clean Up & Labor	1.50	1.56	1.62	1.43	1.53
Extra Molder	1.81	1.90	1.98	1.75	1.85
Iron Pourer	1.81	1.90	1.98	1.68	1.78

<u>Job Classification</u>	<u>TYLER PIPE & FOUNDRY COMPANY</u>			<u>ORGANIZED FOUNDRY IN TYLER</u>	
	<u>BASE</u>	<u>JOB</u>	<u>TOP</u>	<u>STARTING</u>	<u>TOP</u>
Shakeout Labor (Brass Fdry.)	1.59	1.66	1.73	1.53	1.63
Fittings Counter & Unloader	1.65	1.73	1.80	1.58	1.63
Chipper Inspector	1.65	1.73	1.80	1.53	1.63
Wheelabrator Operator	1.65	1.73	1.80	1.58	1.63
Bucket Loader	1.59	1.66	1.73	1.53	1.63
Scrap Checker	1.72	1.80	1.88	1.68	1.78
Grinder (Stationary)	1.72	1.80	1.88	1.53	1.63
Spec. Count. & Insp. (Insp.)	1.72	1.80	1.88	1.63	1.78
Drill Press Operator (Single)	1.72	1.80	1.88	1.53	1.63
Assembly Man (Order Assembler)	\$1.72	\$1.80	\$1.88	\$1.53	\$1.63
Shipping Clerk (Dock & Loading Leadman)	2.19	2.28	2.42	2.13	2.23
Pipe & Fittings Loader (Shipping Labor)	1.59	1.66	1.73	1.53	1.63
Truck Hostler	1.81	1.90	1.98	1.73	1.83
Fittings Stocking Labor	1.59	1.66	1.73	1.48	1.58
Fork Operator "A"	1.81	1.90	1.98	1.73	1.83
Janitors	1.50	1.56	1.62	1.48	1.58
Electrician (Leadman)	2.46	2.60	2.80	2.58	2.68
Machinist (Leadman)	2.46	2.60	2.80	2.58	2.68
Welder "A"	2.32	2.44	2.60	2.43	2.53
Maint. Mech. "A"	2.32	2.44	2.60	2.43	2.53
Pattern Maker "A"	2.46	2.60	2.80	2.43	2.53

743

Pattern Maker "B"	2.19	2.28	2.42	2.18	2.28
Pattern Molder (Equip & Alum. Molder)	2.46	2.60	2.80	2.43	2.53
Tapping Machine Operator	1.81	1.90	1.98	1.93	2.03

NOTES:

1. Job titles vary from company to company. This comparison is based on careful analysis of work done. Tyler rates are those actually being paid right now.
2. Western rates are taken from their contract dated March 19, 1964 and have the \$.05 per hour granted January 1, 1965 under terms of that contract added to reflect current rates.

[G.C.EX. 23]

TYLER PIPE AND FOUNDRY

Company

OFFICE OF THE PRESIDENT

BOX 2027
 TYLER, TEXAS 75702
 AREA CODE 214
 PHONE UN 7-0111

January 31, 1966

Dear Fellow Employee:

I am writing you and your family today to bring you up to date on what is happening insofar as our union trouble is concerned. As you know, there was an election held at Tyler Pipe on August 5, 1965. The margin by which the union won was very small when you consider all of the people that we employ and especially so since approximately 130 people did not

vote. We feel that the union engaged in unlawful conduct and electioneering before the election was held and that the conduct on the part of the union misled many of our employees and had a material effect on the outcome of the election.

For this reason your company filed objections to the election. These objections were overruled by the Labor Board in Fort Worth and Washington, D. C. However, the Federal Courts have not reviewed our objections, and we are now in the process of asking them to do so at this time. This is a legal right that your company has, and we feel that we would not be looking out for your best interest if we did not take advantage of our right to appeal to the Federal Courts. Therefore, this action is being taken on behalf of Tyler Pipe and its employees.

Because your company is taking this action and because it has not yet been determined by the Federal Courts that the union represents a true and uncoerced majority of Tyler Pipe employees, we have refused to meet with the union and bargain with them. We have so advised the union of our position and told them that if the Federal Courts find in favor of the union that we will be glad to meet with them at reasonable times and places and bargain in good faith.

After advising the union of our position, they filed an unfair labor practice charge with the Board claiming that we had unlawfully refused to meet with them. This was their privilege just as it is our right and privilege to take this matter to the Federal Courts. That is where the matter stands now.

I don't know what other action the union might try to take. They may not try to do anything, leaving the matter to the Federal Courts. But, one thing they might try to do is to ask you to go out on strike and try to force us to meet with the union before this matter has been finally determined in the Courts. You will recall that I told you before the election that there was the possibility of a strike and the union told you I was just bringing "ghosts" out of the closet to try to scare you.

I told you before the election that you have the right to strike; but, I also told you that your company has the right to operate its business and that is what we intend to do. We hope that no one here will ever go out on strike, because no one wins in a strike situation.

Let me assure you once again that we will remain open for business and we want each and every one of you to continue to work every day and to draw your pay check every week. Your company intends to provide whatever protection that is necessary to see that you and your property are safeguarded at all times in the event the union does decide to call a strike.

Let me remind you again that no one wins in a strike situation and the money lost by the employees can never be recovered. The only thing the company is doing is taking advantage of its legal right which we feel you want us to do and which we are doing with your interest in mind. Until this matter is finally determined by the Courts, we trust your good judgment will allow every Tyler Pipe employee to continue receiving a pay check every week.

If you have any questions concerning this matter, please do not hesitate to ask your Foreman or the Personnel Department or any member of Tyler Pipe Management.

Sincerely yours,

TYLER PIPE & FOUNDRY COMPANY

John A. Warner
John A. Warner

[G.C.EX. 24]

TYLER PIPE AND FOUNDRY

Company

OFFICE OF
CHAIRMAN OF THE BOARD

P. O. BOX 2027
TYLER, TEXAS 75702
AREA CODE 214
PHONE UN 7-6111

May 13, 1966

Dear Fellow Employee:

We have seen the handbills passed out by the union organizers calling for a meeting Saturday night to take a strike vote.

Due to the improper and illegal tactics of the union during the campaign, we certainly have a good faith doubt that the results of the election held August 5, 1965, represented the true and uncoerced desires of the majority of the employees of Tyler Pipe & Foundry Company.

We have an obligation to all the employees in this company and we will not enter into negotiation with these organizers until the Federal Court reviews our case and directs us to bargain with them. Naturally we will follow the order of the Federal Court.

Now, everybody gets hurt in a strike except the paid organizers sent here to organize the employees of this fine company. Those going out lose pay checks, the company loses money in operation, and we all lose customers whom we may never get back. The customer pays your wages. Tyler Pipe is merely the medium by which your wages are paid by our customers who use your products. We are going to do our best to take care of our customers.

This company is going to operate strike or no strike. I will assure you that you will be provided with all the protection that is needed to protect you and your property.

This company, as always, has paid better over-all wages and has provided better working conditions and other benefits than our competitors. I think any people following these organizers out on strike are making a serious and unjustified mistake that will be a blight on the record of our relations, and I hope you will carefully consider the seriousness of this situation. You may rest assured we want this matter of the Court decision handled promptly so that we either will be free to deal with your needs as conditions warrant or, by direction of the Court, negotiate with these organizers.

Please consider that strikes can turn into bitterness and turmoil that could make this company a different place to work. The organizer thrives on such conditions. There may be some of our own employees who will get overheated on this matter.

I appeal to the level headed people in the company to urge a little more patience until the whole matter can be settled in an orderly manner. I appeal to all of you who have known me over the years to consider my judgement in this matter to be in your best interest, and I appeal to those who have been with us not so long to consider what a cut in your work force would mean that could come as a result of loss of customers and corresponding reduction in need for production.

Let me again urge you that until the Federal Court renders a decision, let's stay on the job and hold our customers and keep drawing our pay check.

Your friend and fellow worker

TYLER PIPE & FOUNDRY COMPANY



M. J. Harvey

Chairman of the Board of Directors and
Chief Executive Officer

INSIDE PLANT PARKING WILL BE AVAILABLE TO EVERYONE THROUGH
GATE 1 (Main Entrance) AND THROUGH GATE 3 (Entrance in front of office).

MJH:swd

[G.C.EX. 27]

TYLER PIPE AND FOUNDRY

*Company*P. O. BOX 2027
TYLER, TEXAS—75702
AREA CODE 214
PHONE UN 7-6111

OFFICE OF THE PRESIDENT

August 24, 1966

Dear Fellow Employee:

We received word Tuesday, August 23, that the union was suspending its second strike against Tyler Pipe effective as of 2:00 p.m. Although we are still uncertain as to the actual reasons for this second strike, practically everyone involved is extremely happy that the union has once again abandoned a position apparently unsupported by the vast majority of Tyler Pipe employees.

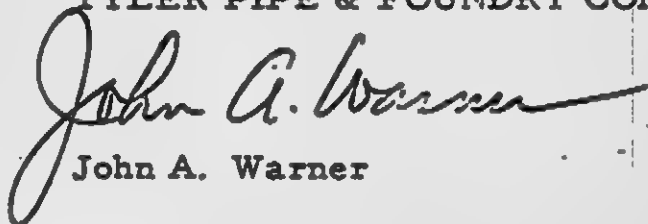
As before, production was maintained at full capacity and your continued determination to keep this plant operating and your jobs going is most gratifying.

Your apparent dissatisfaction with the union and some of the positions taken by it makes me even more positive that our entire course of action in this union situation meets with the strong approval of most of you, and I am certain of a victory for you in the courts.

The Management of your company sincerely appreciates your continued loyalty and unwaivering confidence.

Sincerely yours,

TYLER PIPE & FOUNDRY COMPANY


John A. Warner

[G.C.EX. 28]

NOTICE

I M P O R T A N T M E E T I N G !

F O R A L L T Y L E R P I P E E M P L O Y E E S

MEETING will be held this SATURDAY, AUGUST 13th, at 6:00 P.M.
at the

NATIONAL GUARD ARMORY, at
2520 Commerce Street

SEVEN (7) of your Fellow Employees were discharged by TYLER
PIPE....DISCHARGED FOR NO REASON! Will YOU be NEXT???????

COME OUT to this Meeting and SUPPORT these people who are FIGHT-
ING your battle. You will be asked to decide WHAT COURSE OF
ACTION to take to PROTECT US ON!

THE IN PLANT EMPLOYEES COMMITTEE of
TYLER PIPE & FOUNDRY

INTERNATIONAL MOLDERS & ALLIED WORKERS
UNION AFL-CIO-CLC.

[G.C.EX. 29]

C-O-N-G-R-A-T-U-L-A-T-I-O-N-S

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 9-25-65. A pat on the back to each of you.

SHERMAN AUSBORNE, Badge No. 0-910, was promoted from Iron Pourer Helper to Iron Pourer in Overhead Sand Unit.

NED C. BALL, Badge No. 1-232, was promoted from Laborer to Fork Truck Operator "B" in the Core Room.

R. L. BARRETT, JR., Badge No. 1-409, was promoted from Electrician "C" to Electrician "B" in the Construction Shop.

RADIE D. FREEMAN, Badge No. 9-296, was promoted from Laborer to Iron Pourer Helper in the Overhead Sand Unit.

JIMMY RAY GABBARD, Badge No. 9-512, was promoted from Ty-Tool Assembler "B" to Ty-Tool Assembler "A" in the Ty-Tool Assembly Shop.

W. M. HACKNEY, Badge No. B-052, was promoted from Laborer to Weight and Binder Changer in the Overhead Sand Unit.

ELMORE HARRIS, Badge No. B-577, was promoted from Laborer to Spigot Gauger in the North Plant Millroom.

MOSES HICKS, Badge No. C-391, was promoted from Laborer to Shell Core Machine Tender in the Core Room.

PONNIE D. IVY, Badge No. D-333, was promoted from Utility Man Plant Engineering to Maintenance Mechanic "C" in the North Plant Maintenance Shop.

HARVE A. JONES, Badge No. E-986, was promoted from Laborer to Shell Core Machine Tender in the Core Room.

BILLY R. LONG, Badge No. G-586, was promoted from Shell Core Machine Tender to Unloader-Infra Red Oven in the Core Room.

GARY LEE MOORE, Badge No. K-564, was promoted from Tapping Machine Operator to Turret Lathe Operator "B" in the Production Finishing Shop.

ARNETT L. PORTWOOD, Badge No. M-540, was promoted from Turret Lathe Operator "B" to Turret Lathe Operator "A" in the Production Finishing Shop.

DOYLE R. SANDERS, Badge No. P-499, was promoted from Utility Man Plant Engineering to Maintenance Mechanic "C" in the North Plant Maintenance Shop.

DAVID J. SMITH, Badge No. R-681, was promoted from Laborer to Pipe Tester in the North Plant Millroom.

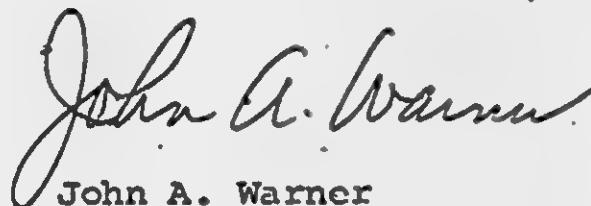
JOSE VILLANUEVA, Badge No. V-112, was promoted from Shell Core Machine Tender to Shell Core Machine Operator in the Core Room.

T. C. WARREN, Badge No. V-908, was promoted from Machinist "B" to Machinist "A" in the Machine Shop.

HOLLIS D. WRIGHT, Badge No. Y-127, was promoted from Single Spindle Drill Press Operator "B" to Order Assembler in the Production Finishing Shop.

ROBERT L. ZILLENDOR, Badge No. Y-623, was promoted from Laborer to Shell Core Machine Tender in the Core Room.

Again congratulations to each one of you.



John A. Warner

[G.C.EX. 29(a)]

C-O-N-G-R-A-T-U-L-A-T-I-O-N-S

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 10-2-65. A pat on the back to each of you.

GEORGE I. COCHRAN, Badge No. 4-973, was promoted from General Clean Up in the Pattern Shop to Foundry Carpenter "C" in the Carpenter Shop.

JACK M. CURTIS, Badge No. 6-045, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in the South Plant Maintenance Shop.

JAMES FARRIS, Badge No. 8-306, was promoted from Laborer to Pipe Stenciler in the South Plant Millroom.

KENNETH GARNER, Badge No. 9-863, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in the South Plant Maintenance Shop.

CALVIN GRISSOM, Badge No. A-978, was promoted from Pattern Former "B" to Pattern Former "A" in the Pattern Shop.

JEWEL W. HARGEST, Badge No. B-448, was promoted from Laborer to Shell Core Machine Operator in the Shell Hub Core Machines Unit.

D. F. HEFLEY, Badge No. C-056, was promoted from Industrial Equipment Mechanic "A" to Automotive Mechanic "A" in the Garage.

CHARLES R. IVY, Badge No. D-325, was promoted from Automotive Mechanic "C" to Automotive Mechanic "B" in the Garage.

JAMES L. JOHNSON, Badge No. E-062, was promoted from Laborer to Equipment Changer "B" in the Pallet Conveyor Unit.

ANTASNET NELSON, Badge No. L-326, was promoted from Laborer to Basket Loader in the South Plant Millroom.

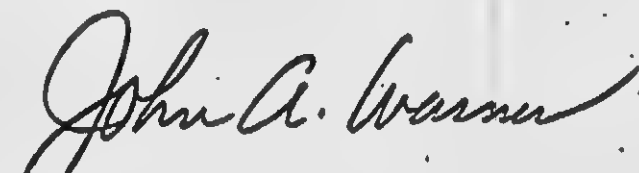
THOMAS B. TEAFATILLER, Badge No. T-743, was promoted from Electrician "B" to Electrician "A" in the North Plant Maintenance Shop.

JOHN R. THOMPSON, Badge No. U-072, was promoted from Pattern Maker "D" to Pattern Maker "C" in the Pattern Shop.

LAWRENCE R. THORN, Badge No. U-299, was promoted from Maintenance Mechanic "C" to Maintenance Mechanic "B" in the North Plant Maintenance Shop.

BENNIE D. WILLBANKS, Badge No. W-950, was promoted from Electrician "C" to Electrician "B" in the North Plant Maintenance Shop.

Again congratulations to each one of you.


John A. Warner

[G.C.EX. 29(b)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 10-9-65. A pat on the back to each of you.

JERRY L. ASHCRAFT, Badge No. 0-735, was promoted from Apprentice Machinist to Machinist "C" in the Mold Boring Shop.

LEROY BAIN, Badge No. 1-166, was promoted from Utility Man - Production Finishing to Fork Truck Operator "A" in the Production Finishing Shop.

DONALD C. BURNS, Badge No. 3-591, was promoted from Pattern Maker "D" to Pattern Maker "C" in the Pattern Shop.

LONNIE T. DAY, Badge No. 6-614, was promoted from Wheelabrator Loader to Pipe Weigher in the North Plant Millroom.

JOE A. JONES, Badge No. F-205, was promoted from High Pressure Fittings Checker to Utility Fittings Inspector in the South Plant Millroom.

JOHNNIE P. JONES, Badge No. F-312, was promoted from Fittings Dipper to Pusher in the South Plant Millroom.

PAT MCCOLLUM, Badge No. J-118, was promoted from Welder Millwright "C" to Welder Millwright "B" in the Construction Shop.

ANTHONY NELSON, Badge No. I-326, was promoted from Basket Loader to Gangster-Utility Millroom in the South Plant Millroom.

DEWEY POLK, Badge No. M-402, was promoted from Laborer to Chipper Inspector in the North Plant Millroom.

WILLIAM R. RAY, Badge No. M-979, was promoted from Welder Millwright "B" to Welder Millwright "A" in the Construction Shop.

ROBERT E. SHEFFIELD, Badge No. R-080, was promoted from Welder Millwright "C" to Welder Millwright "B" in the Construction Shop.

JOHN W. SHEPHERD, Badge No. R-141, was promoted from Laborer to Iron Transfer Helper in the Permanent Mold 10 Ft. Pipe Unit.

L. J. SMALL, Badge No. R-585, was promoted from Laborer to Sand Cutter Operator in the Running and Machine Floors Unit.


TOMMY SMITH, Badge No. S-113, was promoted from Fittings Order Assembly Helper to Fittings Order Assembler "B" in the South Plant Shipping Department.

ARGUSTA STANSELL, Badge No. S-586, was promoted from Welder Millwright "C" to Welder Millwright "B" in the Construction Shop.

ADELL WALLACE, Badge No. V-651, was promoted from Utility Man-Production to Basket Loader in the South Plant Millroom.

JIMMY J. WHITE, Badge No. W-685, was promoted from Fusing Machine Operator to Maintenance Mechanic "C" in the North Plant Maintenance Shop.

Again congratulations to each one of you.


John A. Warner

[G.C.EX.29(c)]

CONGRATULATIONS

The following Tylor Pipe employees were promoted to a higher job grade during the week ending 10-16-65. A pat on the back to each of you.

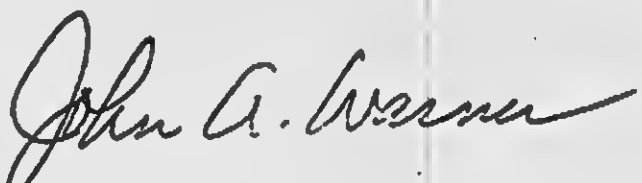
JAMES W. CLARK, Badge No. 4-731, was promoted from Arbor Tightener to Core Maker Trainee in the Pallet Conveyor Unit.

ANDREW L. HACKNEY, Badge No. B-059, was promoted from Laborer to Weight and Binder Changer in the Overhead Sand Unit.

N. T. MAULDIN, Badge No. H-805, was promoted from Laborer to Arbor Hauler in the Pallet Conveyor Unit.

JIMMY D. MCKEETHAN, Badge No. J-656, was promoted from Electrician "C" to Electrician "B" in the Construction Shop.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(d)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 10-23-65. A pat on the back to each of you.

JERRY DON ADAIR, Badge No. 24, was promoted from Single Spindle Drill Press Operator "B" to Utility Man - Production Finishing in the Special Finishing Shop.

GEORGE A. ALLEN, Badge No. 273, was promoted from Single Spindle Drill Press Operator "B" to Utility Man - Production Finishing in the Special Finishing Shop.

ODIS AMIE, Badge No. 418, was promoted from Iron Pourer to Core Maker Trainee in the Pallet Conveyor Unit.

DOUGLAS BEASLEY, Badge No. 1-650, was promoted from Fittings Order Assembler "B" to Fittings Order Assembler "A" in the South Plant Shipping Department.

WILLIAM H. BLANCHARD, Badge No. 2-180, was promoted from Shopman - Electrical to Electrician "A" in the South Plant Maintenance Shop.

TRAVIS E. GAGE, Badge No. 9-522, was promoted from Single Spindle Drill Press Operator "B" to Utility Man - Production Finishing in the Special Finishing Shop.

GARIAND GILLELAND, Badge No. A-188, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in the South Plant Maintenance Shop.

ROBERT G. HALE, Badge No. B-074, was promoted from Laborer to Binders Off Man in the Pallet Conveyor Unit.

BILLY F. JONES, Badge No. E-927, was promoted from Finished Product Storage Laborer to Fork Truck Operator "A" in the Shipping Department.

TONY R. MIZE, Badge No. K-404, was promoted from Electrician "B" to Electrician "A" in the North Plant Maintenance Shop.

ROBERT C. MCDUGALD, Badge No. J-368, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in the South Plant Maintenance Shop.

LEONARD E. MURPHY, Badge No. L-179, was promoted from Maintenance Mechanic "C" to Maintenance Mechanic "B" in the North Plant Maintenance Shop.

KERMIT C. PHILLIPS, JR., Badge No. M-234, was promoted from Laborer to Binders Off Man in the Pallet Conveyor Unit.

JOHN L. RAINEY, Badge No. M-930, was promoted from Iron Transfer Man to Iron Pourer in the Pallet Conveyor Unit.

JOHN O. REYNOLDS, Badge No. N-148, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in the North Plant Maintenance Shop.

ROBERT C. RICHARDS, Badge No. N-223, was promoted from Machinist "B" to Inspector and Layout Man in the Mold Boring Shop.

ARDEEN C. RILEY, Badge No. N-279, was promoted from Apprentice Machinist to Machinist "C" in the Mold Boring Shop.

ELTON H. THOMAS, Badge No. T-974, was promoted from Maintenance Mechanic "A" to Crewleader in the South Plant Maintenance Shop.

GEORGE WILLIAMS, Badge No. X-048, was promoted from Binders Off Man to Iron Transfer Man in the Pallet Conveyor Unit.

ERNEST R. YIELDING, Badge No. Y-360, was promoted from Machinist "C" to Machinist "B" in the Machine Shop.

Again congratulations to each one of you.


John A. Warner

[G.C.EX. 29(e)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 10-30-65. A pat on the back to each of you.

MICHAEL R. BARBEREE, Badge No. 1-338, was promoted from Jolt Squeeze Machine Operator Helper to Aluminum Molder Helper in the Brass Foundry

OBIE LEE BELCHER, Badge No. 1-704, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in the North Plant Maintenance Shop.

DONALD H. CROTSBURG, Badge No. 5-932, was promoted from Laborer to Shell Core Machine Tender in the Core Room.

TOMMY R. MCREYNOLDS, Badge No. J-844, was promoted from Maintenance Mechanic "C" to Maintenance Mechanic "B" in the North Plant Maintenance Shop.

BILLY C. MITCHELL, Badge No. K-314, was promoted from Fittings Order Assembler Helper to Fittings Order Assembler "B" in the North Plant Shipping Department.

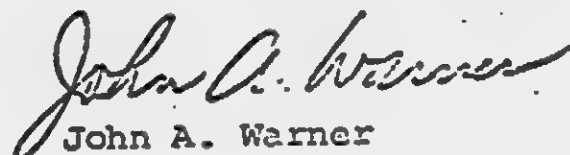
C. R. PARMER, Badge No. L-988, was promoted from Laborer to Sand Outbox Operator in the Running and Machine Floors Unit.

RENNIE W. PETTIGREW, Badge No. M-152, was promoted from Cupola Charger to Cupola Repairman-Helper in the North Plant Melting and Charging System.

EVERETT D. SINGER, Badge No. R-426, was promoted from Single Spindle Drill Press Operator "B" to Relief Operator-Fuse On Shop in the Fusing Machine Shop.

RICHARD C. STEELE, Badge No. S-787, was promoted from Brass Millroom Operator Helper to Jolt Squeeze Machine Operator Helper in the Brass Foundry.

Again congratulations to each one of you.


John A. Warner

[G.C.EX. 29(f)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 11-6-65. A pat on the back to each of you.

ALBERT ALEXANDER, Badge No. 0-146, was promoted from Laborer to Binders Off Man in the Pallet Conveyor Unit.

WILLIAM J. CALHOUN, Badge No. 4-065, was promoted from Laborer to Chipper Inspector in the South Plant Millroom.

O. Z. CARTER, Badge No. 4-367, was promoted from Pipe Roamer Operator to Pipe Dipper in the North Plant Millroom.

WILLIE B. CLANTON, Badge No. 4-679, was promoted from Laborer to Cupola Charger in the North Plant Melting and Charging System.

THOMAS L. DEWS, Badge No. 6-941, was promoted from Bell Hole Knockout to Utility Man-Production in the South Plant Millroom.

JOHN L. FULLER, Badge No. 9-442, was promoted from Laborer to Pipe Stacker "A" in the North Plant Millroom.

BILLY D. GREER, Badge No. A-805, was promoted from Fork Truck Operator "B" to Piece Work in the Overhead Sand Unit.

WILLIE D. HAMPTON, Badge No. B-381, was promoted from Utility Man Production to Chipper Inspector in the South Plant Millroom.

EARL L. HENRY, Badge No. C-203, was promoted from Core Setter to Machine Operator in the South Plant Permanent Mold Stands Unit.

ALBERT JONES, Badge No. E-925, was promoted from Chipper Inspector to Stationary Grinder in the South Plant Millroom.

RICHARD E. MCCLUNG, Badge No. J-080, was promoted from Automotive Mechanic "B" to Automotive Mechanic "A" in the Garage.

ELMER J. MCGEE, Badge No. J-483, was promoted from Laborer to Binders Off Man in the Pallet Conveyor Unit.

WILLIE C. MCKINZIE, Badge No. J-724, was promoted from Laborer to Utility Man-Production in the South Plant Millroom.

THEOLES MONTGOMERY, JR., Badge No. K-426, was promoted from Laborer to Fork Truck Operator "B" in the South Plant Spun Pipe Unit.

DELMAR I. NIPP, Badge No. L-423, was promoted from Heavy Duty Mechanic Welder "B" to Heavy Duty Mechanic Welder "A" in the Garage.

BILLY G. SCARBOROUGH, Badge No. P-606, was promoted from Fork Truck Operator "A" to Fittings Order Assembler "A" in the South Plant Shipping Department.

CLOISE WILLIS, Badge No. X-708, was promoted from Laborer to Arbor Hauler in the Pallet Conveyor Unit.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(g)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 11-13-65. A pat on the back to each of you.

DAVE S. ALLEN, Badge No. 0-272, was promoted from Maintenance Mechanic "A" to Maintenance Leadman in the North Plant Maintenance Shop.

DON BARRETT, JR., Badge No. 1-398, was promoted from Pipe Tester to Unloader and Counter in the South Plant Millroom.

WILLIAM E. BLACK, Badge No. 2-163, was promoted from Laborer to the 5' Double Station Split Mold Machine in the North Plant.

DONALD R. BOGUE, Badge No. 2-371, was promoted from Welder Millwright "C" to Welder Millwright "B" in the Construction Shop.

EARL COOK, Badge No. 5-324, was promoted from Laborer to the 5' Double Station Split Mold Machine in the North Plant.

FLOYD G. CRAZE, Badge No. 5-810, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in the South Plant Maintenance Shop.

RUFUS DAVIS, Badge No. 6-581, was promoted from Laborer to Pipe Grinder in the North Plant Millroom.

LEE M. GODWIN, Badge No. A-364, was promoted from Permanent Mold Machine Operator "C" to Permanent Mold Machine Operator "B" in the Fitting Mold Production Shop.

JIMMY L. HEMPEL, Badge No. C-069, was promoted from Unloader - Infra Red Oven to Shell Core Machine Operator in the South Plant Core Room.

HARVE A. JONES, Badge No. E-986, was promoted from Shell Core Machine Tender to Core Finisher in the South Plant Core Room.

WILLIAM M. PARKER, Badge No. L-932, was promoted from Utility Man - Production Finishing to Tapping Machine Operator in the Special Finishing Shop.

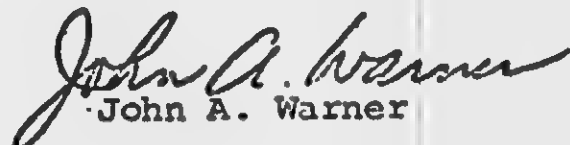
WALTER L. JAMES, Badge No. D-772, was promoted from Brass Room Attendant to Tool Room Attendant in the Special Finishing Shop.

CLARENCE R. RUSHING, Badge No. P-081, was promoted from Pattern Maker "D" to Pattern Maker "C" in the Pattern Shop.

BERNARD THALENFELD, Badge No. T-911, was promoted from Maintenance Mechanic "A" to Crewleader in the South Plant Maintenance Shop.

FLORENCE WELLS, Badge No. W-360, was promoted from Maintenance Mechanic "A" to Crewleader in the South Plant Maintenance Shop.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(h)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 11-20-65. A pat on the back to each of you.

JIMMY W. BLACK, Badge No. 2-149, was promoted from Apprentice Machinist to Machinist "C" in the Mold Boring Shop.

MARVIN LEE BOWIE, Badge No. 2-537, was promoted from Weight and Binder Changer to Iron Transfer Man in the Overhead Sand Unit.

BEET E. DAVIS, Badge No. 6-385, was promoted from Laborer to Eost and Spigot Cleaner in the South Plant Permanent Mold 10 Ft. Pipe Unit.

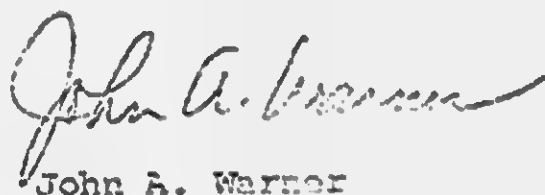
BRADFORD L. GORDON, Badge No. A-184, was promoted from Shake Out Man to Iron Pourer in the Overhead Sand Unit.

WILLIE P. JONES, Badge No. F-422, was promoted from Shipping Labor to Fittings Order Assembler Helper in the North Plant Shipping Department.

T. C. PORTER, Badge No. H-523, was promoted from Core Carrier to Extra Pipe Rammer in the North Plant Hand Rammed Pileous Unit.

G. A. WILLIAMS, Badge No. H-956, was promoted from Laborer to Fork Truck Operator "B" in the Permanent Mold Stands.

Again congratulations to each of you.



John A. Warner

[G.C.EX. 29(i)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 11-27-65. A pat on the back to each of you.

JIMMIE C. BUTLER, Badge No. 3-705, was promoted from Belt Plow Operator to Core Maker Trainee in the Pallet Conveyor Unit.

JOHN CALDWELL, JR., Badge No. 3-974, was promoted from Laborer to Iron Pourer in the South Plant Permanent Mold Stands.

LINZELL CARPENTER, Badge No. 4-222, was promoted from Fork Truck Operator "B" to Iron Pourer in the Pallet Conveyor Unit.

JOE F. CPOWE, Badge No. 5-914, was promoted from Shipping Labor to Fittings Order Assembler-Helper in the North Plant Shipping Department.

MICHAEL D. CUTHBERTSON, Badge No. 6-053, was promoted from Laborer to Shell Core Machine Tender in the South Plant Core Room.

BOBBY W. DARK, Badge No. 6-299, was promoted from Set-Up Man - South Plant Akers to Akers Leadman in the South Plant Permanent Mold 10 Ft. Pipe Unit.

BILLY DORSEY, Badge No. 7-248, was promoted from Laborer to Shell Core Machine Operator in the North Plant Shell Hub Core Machine Unit.

BILLY JACK FIELDING, Badge No. 8-470, was promoted from Pattern Changer and Rigger to Overhead Sand Pattern Repairman in the Overhead Sand Unit.

BENNY FORD, Badge No. 8-817, was promoted from Bell Hole Knockout to Fittings Dipper in the South Plant Millroom.

ARCHIE HAMBRICK, Badge No. B-165, was promoted from Laborer to Cupola Charger in the North Plant Melting and Charging System.

JOHN L. JONES, Badge No. F-005, was promoted from Laborer to Core Setter in the South Plant Permanent Mold Stands.

JOHN L. KNOLLEY, Badge No. F-978, was promoted from Laborer to Pipe Reamer Operator in the North Plant Millroom.

LONNIE LAYNE, Badge No. G-242, was promoted from Shipping Labor to Return Products Handler in the Shipping Department.

JERRY P. MANIORD, Badge No. H-175, was promoted from Laborer to the 5 Ft. Double Station Split Mold Machine in the North Plant.

ESQUE MONTGOMERY, Badge No. K-418, was promoted from Laborer to Payloader Operator in the South Plant Shop Labor Department.

RALPH E. PACK, Badge No. L-707, was promoted from Drain Assembly Expediter to Drain Order Assembler and Inspector "A" in the Production Finishing Shop.

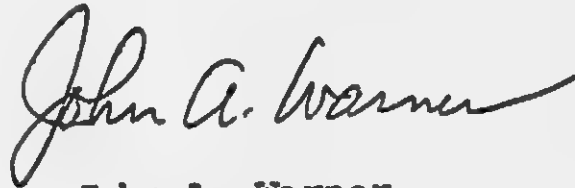
WILLIAM E. REYNOLDS, Badge No. N-152, was promoted from Single Spindle Drill Press Operator "B" to Utility Man - Production Finishing in the Production Finishing Shop.

JOHN W. SHEPHERD, Badge No. R-141, was promoted from Iron Transfer Helper to Iron Transfer Man in the South Plant Permanent Mold 5 Ft. Pipe Unit.

BOBBY R. THOMAS, Badge No. T-937, was promoted from Maintenance Mechanic Parts Man to Maintenance Mechanic "B" in the North Plant Maintenance Shop.

DAMUS WYNN, Badge No. Y-308, was promoted from Laborer to Binders Off Man in the Pallet Conveyor Unit.

Again congratulations to each of you.



John A. Warner

[G.C.EX. 29(j)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 12-4-65. A pat on the back to each of you.

EARL BROWN, Badge No. 3-082, was promoted from Laborer to Core Finisher in the South Plant Core Room.

ROBERT E. CAMPBELL, Badge No. 4-184, was promoted from Laborer to Trough and Spigot Cleaner-L.D. Machines in the Permanent Mold 10 Ft. Large Diameter Pipe Unit.

JOE D. HASS, Badge No. B-862, was promoted from Utility Man-Production Finishing to Order Assembler in the Production Finishing Shop.

FLOYD JOHNSON, Badge No. D-992, was promoted from Stationary Grinder to Buffer and Polisher in the Production Finishing Shop.

WILLIE R. MCCAIN, Badge No. J-013, was promoted from Laborer to Arbor Hauler in the South Plant Pallet Conveyor Unit.

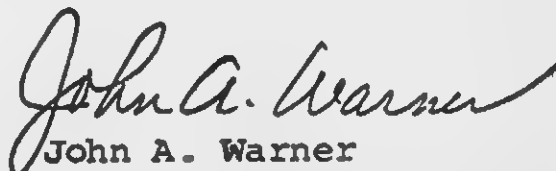
N. J. MILLER, Badge No. K-125, was promoted from Payloader Operator to Fork Truck Operator "B" in the South Plant Overhead Sand Unit.

STANLEY J. RITTER, Badge No. N-293, was promoted from Laborer to Board Hauler in the South Plant Pallet Conveyor Unit.

CHARLIE SHAW, Badge No. R-071, was promoted from Laborer to Permanent Mold Wheel Serviceman in the North Plant Permanent Mold Wheels Unit.

JOE D. TAYLOR, Badge No. T-620, was promoted from Equipment Changer "B" to Equipment Changer "A" in the South Plant Pallet Conveyor Unit.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(k)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 12-11-65. A pat on the back to each of you.

JESSIE BENSON, Badge No. 1-890, was promoted from Laborer to Small Sweeper Operator in the South Plant Shop Labor Department.

BILLY PAY JONES, Badge No. E-928, was promoted from Laborer to Shell Core Machine Tender in the South Plant Core Room.

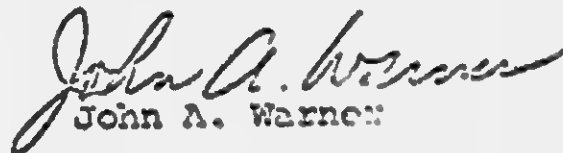
TALMADGE MCCRAY, Badge No. J-212, was promoted from Iron Pourer to Relief Man in the South Plant Permanent Mold Stands - Utilities Unit.

JIMMIE WILLIAMS, Badge No. K-112, was promoted from Equipment Changer "A" to Pattern Chaser in the South Plant Pallet Conveyor Unit.

WILLIE E. WOODARD, Badge No. K-254, was promoted from Equipment Changer "B" to Pattern Chaser in the South Plant Pallet Conveyor Unit.

DONALD WILLIAMS, Badge No. N-590, was promoted from Machinist "B" to Machinist "A" in the Machine Shop.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(1)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 12-18-65. A pat on the back to each of you.

J. H. BRYANT, Badge No. 3-392, was promoted from Laborer to Shake-out Man in the Permanent Mold Stands.

J. D. Casey, Badge No. 4-369, was promoted from Pipe Reamer Operator to Process Line Conveyor Operator in the North Millroom.

W. B. Davis, Badge No. 6-593, was promoted from Laborer to Wheelabrator Loader in the North Millroom.

Lawrence Dorsey, Badge No. 7-258, was promoted from Laborer to Chipper Inspector in the South Millroom.

George Ellis, Jr., Badge No. 7-784, was promoted from Pipe Unloader and Stacker to Pipe Grinder in the North Millroom.

Johnnie Finch, Jr., Badge No. 8-530, was promoted from Pipe Stacker "A" to Pipe Grinder in the North Millroom.

C. C. Freenev, Badge No. 9-353, was promoted from Wheelabrator Loader to Pipe Chipper and Gauger in the North Millroom.

R. G. Hale, Badge No. B-074, was promoted from Binders-off Man to Mold Dumper in the Pallet Conveyor Unit.

J. R. Henderson, Badge No. C-152, was promoted from Laborer to Casting Sand Remover in the North Millroom.

Arlon R. King, Badge No. F-700, was promoted from Electrician "A" to Electrician Leadman in the Construction Shop.

Johnny A. Linthecome, Badge No. G-553, was promoted from Laborer to Castings Transfer Man in the Permanent Mold 10' Pipe.

L. Mitchell, Jr., Badge No. K-336, was promoted from Laborer to Shake-out Man in the Permanent Mold Stands.

Poy G. Moore, Badge No. K-609, was promoted from Shipping Labor to Fittings Order Assembler-Helper in South Shipping.

L. Murphy, Badge No. L-152, was promoted from Unloader and Counter to Stationary Grinder in the South Millroom.

George I. Nichols, Badge No. L-406, was promoted from Laborer to Board Hauler in the Pallet Conveyor Unit.

James E. Ramsey, Badge No. M-941, was promoted from Pit Cleaner to Iron Transfer Man in the Permanent Mold 5' Pipe.

J. L. Richardson, Badge No. N-247, was promoted from Laborer to Cupola Charger in the North Plant Cupola.

B. L. Simpson, Badge No. R-412, was promoted from Laborer to Stationary Grinder in the South Millroom.

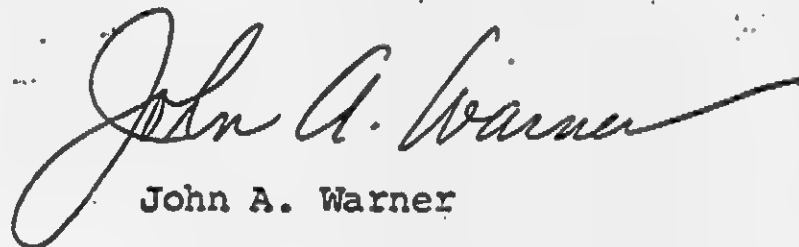
James L. Stoker, Badge No. T-120, was promoted from Laborer to Equipment Operator "B" in Clean-up and Unloading.

Donell W. Trimble, Badge No. U-703, was promoted from Laborer to Boot and Spigot Cleaner in the Permanent Mold 10' Pipe.

M. Wheeler, Jr., Badge No. W-500, was promoted from Laborer to Utility Man Production-Finishing in the Production Finishing Shop.

C. E. Woolridge, Badge No. Y-037, was promoted from Laborer to Iron Pourer in the Permanent Mold Stands.

Again congratulations to each of you.



John A. Warner

[G.C.EX. 29(m)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 12-25-65 and 1-1-66. A pat on the back to each of you.

Kenneth R. Bennet, Badge No. 1-856, was promoted from Laborer to Spray Mix Transfer Man in the Permanent Mold Spray Mix Unit.

J. T. Bradberry, Badge No. 2-696, was promoted from Laborer to Utility Man Production-Finishing in the South Plant Production-Finishing.

Willie C. Coleman, Badge No. 5-148, was promoted from Laborer to Unloader and Counter in the South Plant Millroom.

Charles Fomby, Badge No. 8-741, was promoted from Fittings Order Assembler Helper to Fittings Order Assembler "B" in South Plant Shipping.

Elmore Harris, Badge No. B-577, was promoted from Spigot Gauger to Pipe Weigher in the North Plant Millroom.

Herman Jackson, Jr., Badge No. D-498, was promoted from Laborer to Chipper Inspector in the South Plant Millroom.

R. D. Jones, Badge No. F-365, was promoted from Utility Man-Production to Shell Core Machine Operator in the Core Room.

Levon Moss, Badge No. K-956, was promoted from Laborer to Binders Off Man in the Pallet Conveyor.

A. Scott, Jr., Badge No. P-660, was promoted from Laborer to Utility Man-Production-Finishing in South Plant Production-Finishing.

Charlie Shaw, Badge No. R-071, was promoted from Permanent Mold Wheel Service Man to Iron Transfer Man in the North Plant Permanent Mold 10' Pit.

C. A. Stevens, Badge No. S-857, was promoted from Chipper Inspector to Portable Grinder in the South Plant Millroom.

Lester J. Tucker, Badge No. U-769, was promoted from Laborer to Pit Cleaner in the North Plant Permanent Mold Wheels.

Don M. Wilkerson, Badge No. W-873, was promoted from Pattern Maker "D" to Pattern Maker "C" in the Pattern Shop.

Cleophus Blaylock, Badge No. 2-200, was promoted from Equipment Changer "E" to Equipment Changer "A" in the Pallet Conveyor.

J. B. Bishop, Badge No. 2-096, was promoted from Laborer to Single Spindle Drill Press Operator "B" in Production-Finishing.

Lynn R. Conway, Badge No. 5-320, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in South Plant Maintenance.

L. L. Dean, Badge No. 6-695, was promoted from Multiple Drill Press Operator to Facing Machine Operator in Production Finishing.

F. M. Dorough, Badge No. 7-234, was promoted from Laborer to Single Spindle Drill Press Operator "B" in Production Finishing.

A. H. Gomez, Badge No. A-419, was promoted from Laborer to Pipe Grinder in the North Plant Millroom.

L. J. Hays, Badge No. C-014, was promoted from Laborer to Single Spindle Drill Press Operator "B" in Production Finishing.

I. N. Ivy, Badge No. D-330, was promoted from Apprentice Machinist to Machinist "C" in the Mold Boring Shop.

Woodford Jackson, Badge No. D-718, was promoted from Laborer to Single Spindle Drill Press Operator "B" in Production Finishing.

M. Mumhrey, Jr., Badge No. L-093, was promoted from Laborer to Pipe Grinder in the North Millroom.

James R. Osbourn, Badge No. L-548, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in the South Plant Maintenance.

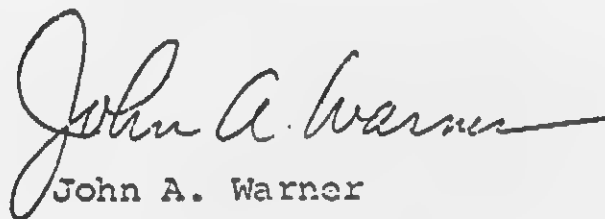
R. Padberg, Badge No. L-709, was promoted from Laborer to Single Spindle Drill Press Operator "B" in Production Finishing.

John H. Prater, Badge No. M-620, was promoted from Inspector to Brass Room Attendant in Production Finishing.

E. W. Roberts, Badge No. N-433, was promoted from Laborer to Single Spindle Drill Press Operator "B" in Production Finishing.

J. P. Ypaquiere, Badge No. Y-640, was promoted from Laborer to Pipe Grind in the North Plant Millroom.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(n)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 1-8-66. A pat on the back to each of you.

Robert Adams, Badge No. O-095, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in North Plant Maintenance.

Ray Browster, Jr., Badge No. 2-907, was promoted from Laborer to Shake Out Man in the Permanent Mold Stands.

R. C. Linthecorne, Badge No. G-552, was promoted from Laborer to Shake Out Man in the Permanent Mold Stands.

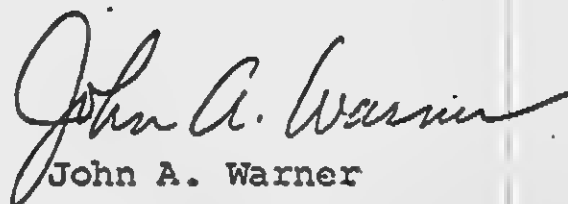
Mose L. Mayfield, Badge No. H-888, was promoted from Laborer to Iron Transfer Man in the Permanent Mold Stands.

Vicente Monteagado, Badge No. K-416, was promoted from Laborer to Pipe Grinder in the North Plant Millroom.

Julius Roberts, Badge No. N-460, was promoted from Heavy Duty Mechanic Welder "B" to Heavy Duty Mechanic Welder "A" in the Garage.

Alvin Lee Smith, Badge No. R-607, was promoted from Automotive Mechanic "C" to Heavy Duty Mechanic Welder "B" in the Garage.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(o)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 1-15-66 A pat on the back to each of you.

Willie D. Barber, Badge No. 1-320, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in South Plant Maintenance.

Bobby Birch, Badge # 2-056, was promoted from Laborer to Boot & Spigot Eleanor in the South Plant Permanent Mold 10' Pipe.

James R. Casey, Badge # 4-370, was promoted from Core Maker "B" to Core Maker "A" in the Core Room.

Michael Cuthbertson, Badge # 6-053, was promoted from Shell Core Machine Tender to Shell Core Machine Operator in the Core Room.

Robert Joe Dixon, Badge # 7-199, was promoted from Shipping Laborer to Fittings Order Assembler-Helper in South Plant Shipping.

Ralph F. Franklin, Badge # 9-193, was promoted from Pattern Repairman "B" to Pattern Repairman "A" in the Pattern Shop.

George F. Gabolmann, Badge # 9-514, was promoted from Pattern Maker "C" to Pattern Maker "B" in the Pattern Shop.

Leroy Gabriel, Badge # 9-518, was promoted from Automotive Mechanic "B" to Automotive Mechanic "A" in the Garage.

Willie B. Green, Badge # A-752, was promoted from Laborer to Hub Grinder in the North Plant Millroom.

Travis Hilburn, Badge # C-437, was promoted from Laborer to Fork Truck Operator "B" in the South Plant Permanent Mold 10' Pipe.

Johnny L. Holmes, Badge # C-745, was promoted from Laborer to Pipe Loader & Unloader in the North Plant Millroom.

Johnny Iowin, Badge # G-522, was promoted from Unloader & Counter to Pusher in the North Plant Millroom.

Benjamin C. Mayfield, Badge # H-870, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in North Plant Maintenance.

C. B. McAlister, Badge # H-990, was promoted from Laborer to Spigot Gauge in the North Plant Millroom.

Bryant Megason, Badge # J-983, was promoted from Laborer to Pipe Counter Inspector in the North Plant Millroom.

Bobbie Milton, Badge # K-184, was promoted from Pipe Counter & Inspector Pusher in the North Plant Millroom.

Rodger Moore, Badge # K-604, was promoted from Laborer to Shell Core Machine Tender in the Core Room.

David T. Rains, Badge # M-946, was promoted from Laborer to Core Finisher in the Core Room.

Bennie E. Roy, Badge # N-780, was promoted from Laborer to Iron Transfer Helper in the South Plant Permanent Mold 10' Pipe.

Burnell Simon, Badge # R-401, was promoted from Laborer to Pipe Reamer Operator in the North Plant Millroom.

Ocie Thompson, Badge # U-214, was promoted from Pusher to Millroom Leadman in the North Plant Millroom.

Lee Poy Vaughn, Badge # U-984, was promoted from Wheelabrator Operator to Pusher in the North Plant Millroom.

Harold Warren, Badge # V-816, was promoted from Finished Product Storage Laborer to Fork Truck Operator "B" in South Plant Shipping.

Martin Wheeler, Jr., Badge # W-500, was promoted from Utility Man Production Finishing to Buffer & Polisher in Production-Finishing.

Efrem Ramirez, Badge # W-944, was promoted from Laborer to Arbor Carrier in the Mechanical Pipe Unit.

Freddie J. Spencer, Badge # S-310, was promoted from Laborer to Shell Core Machine Operator at the Shell Hub Core Machine.

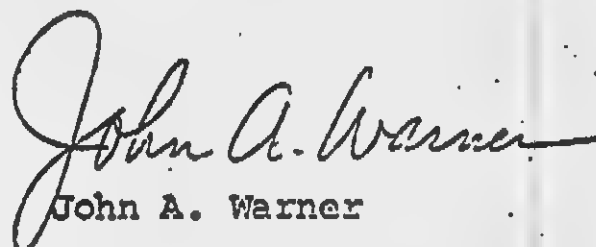
James L. Berry, Badge # 1-955, was promoted from Laborer to Belt Plow Operator at the Pallet Conveyor.

Limmie Davis, Badge # 6-433, was promoted from Laborer to Binders Off Man at the Pallet Conveyor.

Wayne Holland, Badge # C-677, was promoted from Laborer to Arbor Tightener at the Pallet Conveyor.

Archie Williams, Badge # X-250, was promoted from Pusher to Extractor Operator in the North Plant Permanent Mold 10' Pipe.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(p)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 1-22-66. A pat on the back to each of you.

George Allen, Badge No. 0-273, was promoted from Utility Man-Production Finishing to Buffer and Polisher in Production-Finishing.

John Anderson, Badge No. 0-461, was promoted from Laborer to Equipment Changer "B" at the Pallet Conveyor.

Hilton Asbill, Badge No. 0-726, was promoted from Permanent Mold Machine Operator "C" to Hand Finisher "B" in the Fitting Mold Production Shop.

Tommy Champion, Badge No. 4-426, was promoted from Single Spindle Drill Press Operator "B" to Tapping Machine Operator in Production-Finishing.

German Connally, Badge No. 5-315, was promoted from Laborer to Single Spindle Drill Press Operator "B" in Production-Finishing.

Walter Deel, Badge No. 6-749, was promoted from Laborer to Utility Man-Production Finishing in Production-Finishing.

Freddy Dorrough, Badge No. 7-234, was promoted from Single Spindle Drill Press Operator "B" to Utility Man-Production Finishing in Production-Finishing.

Simmie Duncan, Badge No. 7-453, was promoted from Laborer to Permanent Mold Wheel Service Man at the Permanent Mold Wheels.

Red Gillins, Badge No. A-189, was promoted from Laborer to Core Scraper at the Permanent Mold Wheels.

Edward Harris, Badge No. B-569, was promoted from Machinist "C" to Machinist "B" in the Machine Shop.

Donnie Joe Hays, Badge No. C-014, was promoted from Single Spindle Drill Press Operator "B" to Utility Man-Production Finishing in Production-Finish

Clifford Holly, Jr., Badge No. C-718, was promoted from Laborer to Utility Man-Production Finishing in Production-Finishing.

Andrew Lacy, Badge No. F-998, was promoted from Weight & Binder Changer to Shake Out Man in Overhead Sand.

George McCowin, Badge No. J-146, was promoted from Laborer to Core Scrap at the Permanent Mold Wheels.

William Padberg, Badge No. L-709, was promoted from Single Spindle Drill Operator "B" to Utility Man-Production Finishing in Production-Finishing.

Nickey Reynolds, Badge No. N-149, was promoted from Laborer to Utility Man-Production Finishing in Production-Finishing.

W. E. Reynolds, Badge No. N-152, was promoted from Utility Man-Production Finishing to Tapping Machine Operator in Production-Finishing.

Charles N. Russell, Badge No. P-210, was promoted from Pattern Maker "B" to Pattern Maker "A" in the Pattern Shop.

Richard Steele, Badge No. S-787, was promoted from Jolt Squeeze Machine Operator-Helper to Brass Millroom Operator in the Brass Foundry.

Jackie Volentine, Badge No. V-129, was promoted from Shipping Laborer to Fittings Order Assembler-Helper in South Plant Shipping.

Jimmie Williams, Badge No. X-118, was promoted from Pattern Chaser to Piece Work at the Pallet Conveyor.

Larry Davis, Badge No. 6-530, was promoted from Laborer to Maintenance Mechanic "C" in North Plant Maintenance.

C. L. Alexander, Badge No. 0-176, was promoted from Iron Transfer Man to Extractor Operator in Permanent Mold 10' Pipe.

Robert Campbell, Badge No. 4-184, was promoted from Trough & Spigot Clean Large Diameter Machine to Ladle Service Man in Permanent Mold 10' Large Diameter Pipe.

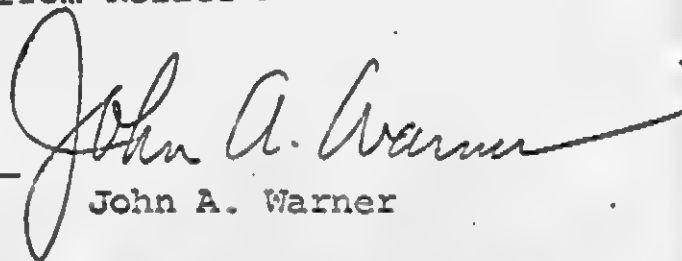
Lowell Cobb, Badge No. 4-928, was promoted from Iron Transfer Man to Spruing Station Operator in Permanent Mold 10' Pipe.

C. G. Crotsenburg, Badge No. 5-926, was promoted from Boot & Spigot Clean to Relief Man in Permanent Mold 10' Pipe.

Dessie Lee Ford, Badge No. 8-851, was promoted from Castings Transfer Man to Akers to Core Setter in Permanent Mold 10' Pipe.

Sam Long, Badge No. G-610, was promoted from Relief Man to Iron Pourer in Permanent Mold 10' Pipe.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(q)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 1-29-66. A pat on the back to each of you.

Clinton Brown, Badge No. 3-070, was promoted from Laborer to Core Scraper at the Permanent Mold Wheels.

Dimmy Cantrell, Badge No. 4-209, was promoted from Laborer to Muller Operator Helper in the Core Room.

John David Cotton, Badge No. 5-654, was promoted from Machinist "B" to Machinist "A" in the Machine Shop.

Jodie Hill, Jr., Badge No. C-459, was promoted from Laborer to Weight and Binder Changer in Overhead Sand.

Dell Jackson, Badge No. D-682, was promoted from Laborer to Pattern Chaser in the Pallet Conveyor.

Leroy Johnson, Badge No. E-509, was promoted from Laborer to Pipe Stacker "A" in the North Plant-Millroom.

R. P. Johnson, Badge No. E-674, was promoted from Tapping Machine Operator to Pool Room Attendant in Production-Finishing.

George McCowin, Badge No. J-146, was promoted from Core Scraper to Relief Shell & Hub Core Operator at the Shell Fitting Core Machine.

Erving Morton, Badge No. K-858, was promoted from Machinist "C" to Machinist "B" in the Machine Shop.

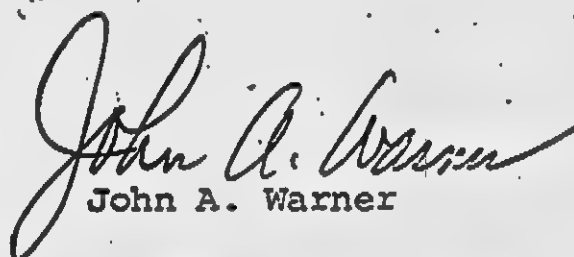
James Neal, Badge No. L-260, was promoted from Laborer to Wheelabrator Operator in the South Plant Millroom.

R. K. Scott, Badge No. P-782, was promoted from Muller Operator-Helper to Muller Operator in the Core Room.

Dennis Smith, Badge No. R-678, was promoted from Utility Man-Production Finishing to Order Assembler in Production-Finishing.

Alex Harris, Badge No. B-564, was promoted from Laborer to Shake Out Man in the Permanent Mold Stands-Soil Fittings.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(r)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 2-5-66. A pat on the back to each of you.

Wayne Armstrong, Badge No. 0-654, was promoted from Laborer to Pipe Reamer Operator in the North Plant Millroom.

William Bonnett, Badge No. 2-430, was promoted from Laborer to Utility Man in Production-Finishing.

George Frank Brown, Badge No. 3-179, was promoted from Machinist "A" to Machine Shop Leadman in the Machine Shop.

Cleon Greenard, Badge No. A-768, was promoted from Pipe Stacker "A" to Pipe Grinder in the North Plant Millroom.

Ralph Hobbs, Badge No. C-584, was promoted from Turret Lathe Operator "A" to Shift Leadman in Production-Finishing.

Edward Honzell, Badge No. C-828, was promoted from Laborer to Utility Man in Production-Finishing.

Woodford Jackson, Badge No. D-718, was promoted from Single Spindle Drill Press Operator "B" to Utility Man in Production-Finishing.

Joe Allen Jeter, Jr., Badge No. D-949, was promoted from Laborer to Core Maker "C" in the Core Room.

Charles Johnson, Badge No. E-344, was promoted from Gas Oven Tender to Muller Operator in the Core Room.

Phillip Johnson, Badge No. E-564, was promoted from Turret Lathe Operator "A" to Shift Leadman in Production-Finishing.

John Knolley, Badge No. F-978, was promoted from Pipe Reamer Operator to Pipe Dipper in the North Plant Millroom.

Hilman Kuhlman, Badge No. F-987, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in South Plant Maintenance.

Coverson McKellar, Jr., Badge No. J-673, was promoted from Laborer to Pipe Tester in the North Plant Millroom.

William Miller, Jr., Badge No. K-135, was promoted from Laborer to Utility Man in South Plant Maintenance.

James Palmer, Badge No. L-818, was promoted from Core Finisher to Muller Operator in the Core Room.

R. L. Parsons, Badge No. M-015, was promoted from Fork Truck Operator "B" to Muller Operator in Overhead Sand.

Glen Roberts, Badge No. N-433, was promoted from Single Spindle Drill Press Operator "B" to Utility Man in Production-Finishing.

Allen Scott, Badge No. P-660, was promoted from Utility Man to Buffer & Polisher in Production-Finishing.

J. P. Shackelford, Badge No. R-029, was promoted from Welder Millwright "B" to Welder Millwright "A" in the Construction Department.

Henry Simmons, Badge No. R-398, was promoted from Iron Pourer to Coremaker in the Pallet Conveyor.

Robert Starns, Badge No. S-705, was promoted from Laborer to Utility Man in Production-Finishing.

William Streety, Badge No. T-190, was promoted from Laborer to Utility Man in Production-Finishing.

Jessie Lee Thomas, Badge No. T-982, was promoted from Shell Core Machine Tender to Muller Operator-Helper in the Core Room.

Seland Wagner, Badge No. V-285, was promoted from Laborer to Muller Operator-Helper in the Core Room.

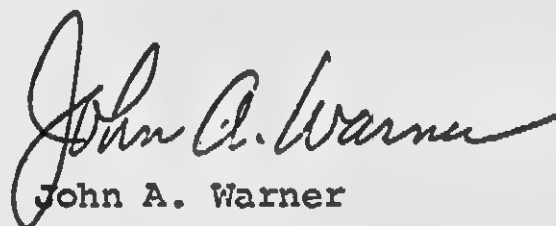
Alfred Warren, Badge No. V-884, was promoted from Laborer to Utility Man in Production-Finishing.

Barmie Whitaker, Badge No. W-567, was promoted from Laborer to Pipe Reamer Operator in the North Plant Millroom.

Billy Williams, Badge No. X-263, was promoted from Laborer to Pipe Grinder in the North Plant Millroom.

Preston Youman, Badge No. Y-421, was promoted from Shipping Labor to Fitting Order Assembler-Helper in North Plant Shipping.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(s)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 2-12-66. A pat on the back to each of you.

Edgar Adams, Sr., Badge No. 0-044, was promoted from Unloader & Counter to Stationary Grinder in the South Plant Millroom.

James Barnes, Badge No. 1-344, was promoted from Apprentice Machinist to Machinist "C" in the Machine Shop.

Thomas Baum, Badge No. 1-579, was promoted from Laborer to Dry Sand Core Hauler at the Pallet Conveyor.

Joseph Benoit, Badge No. 1-858, was promoted from Bell Hole Knockout to Scrap Inspector in the South Plant Millroom.

Ray Brewster, Jr., Badge No. 2-907, was promoted from Shake Out Man to Machine Operator in Permanent Mold Stands-Soil Fittings.

Robert Buckner, Badge No. 3-434, was promoted from Cupola Charger to Ladle Liner in the Ladle Lining Section.

Johnny Burleson, Badge No. 3-587, was promoted from Fork Truck Operator "B" to Relief Man in Permanent Mold 5' Pipe.

L. D. Calloway, Badge No. 4-160, was promoted from Laborer to Iron Transfer Man in Permanent Mold 10' Pipe.

Norman Chisum, Badge No. 4-539, was promoted from Iron Transfer Man to Machine Operator in Permanent Mold Stands-Soil Fittings.

Omega Christian, Badge No. 4-634, was promoted from Guard to Maintenance Mechanic "B" in South Plant Maintenance.

Curtis Clifford, Badge No. 4-845, was promoted from Single Spindle Drill Press Operator "B" to Utility Man in Production-Finishing.

George Cochran, Badge No. 4-973, was promoted from Foundry Carpenter "C" to Foundry Carpenter "B" in the Carpenter Shop.

Charlie Cooksey, Badge No. 5-425, was promoted from Laborer to Chipper Inspector in the South Plant Millroom.

Robert Cooper, Badge No. 5-539, was promoted from Set-up Man to Relief-Help in Permanent Mold 10' Pipe.

George Crowe, Jr., Badge No. 5-925, was promoted from Pipe Reamer Operator to Chipper Inspector in the South Plant Millroom.

Carl Marshall, Badge No. H-229, was promoted from Basket Loader to Unloader & Counter in the South Plant Millroom.

Bennie McGee, Badge No. J-426, was promoted from Laborer to Unloader & Counter in the South Plant Millroom.

Luster Mitchell, Jr., Badge No. K-336, was promoted from Shake Out Man to Machine Operator in the Permanent Mold Stands-Soil Fittings Section.

A. C. Nelson, Badge No. L-328, was promoted from Coresetter to Coresetter/Spray Operator in Permanent Mold 10' Pipe.

Webb Nelson, Jr., Badge No. L-336, was promoted from Laborer to Utility Man in the South Plant Millroom.

Clowie Perryman, Badge No. M-136, was promoted from Laborer to Utility Man in Production-Finishing.

James Pettigrew, Badge No. M-164, was promoted from Coresetter to Core-Setter/Spray Operator in Permanent Mold 10' Pipe.

Harry Ross, Badge No. N-745, was promoted from Laborer to Fork Truck Operator "B" in Permanent Mold 10' Pipe.

Bennie Poy, Badge No. N-780, was promoted from Iron Transfer Helper to Iron Transfer Man in Permanent Mold 5' Pipe.

Gilbert Sacnz, Badge No. P-292, was promoted from Laborer to Core Scraper in Permanent Mold Wheels.

Clyde Sanders, Badge No. P-357, was promoted from Mold Transfer to Relief-Helper in Permanent Mold 10' Pipe.

C. S. Simmons, Badge No. R-348, was promoted from Chipper Inspector to Stationary Grinder in the South Plant Millroom.

Lynn Sinclair, Badge No. R-425, was promoted from Laborer to Utility Man in Production-Finishing.

Maxie Strong, Badge No. T-222, was promoted from Laborer to Unloader & Counter in the South Plant Millroom.

James Vickery, Badge No. V-097, was promoted from Laborer to Utility Man in Production-Finishing.

Jesse West, Badge No. W-431, was promoted from Laborer to Chipper Inspector in the South Plant Millroom.

Allen White, Badge No. W-666, was promoted from Laborer to Pipe Stenciler in the South Plant Millroom.

Clarence Williams, Badge No. X-310, was promoted from Laborer to Shell Core Machine Tender in the Shell Fitting-Core Machines Section.

Arthia Browning, Badge No. 3-322, was promoted from Shipping Labor to Extra Labor in the Mechanical Pipe Unit.

Daniel Darden, Badge No. 6-264, was promoted from Laborer to Boot & Spigot Cleaner in Permanent Mold 10' Pipe.

Lonnie Day, Badge No. 6-614, was promoted from Laborer to Chipper Inspector in the South Plant Millroom.

Oscar Dennis, Badge No. 6-735, was promoted from Pipe Dipper to Pusher in the South Plant Millroom.

Willie Dixon, Badge No. 7-208, was promoted from Utility Man to Shell Core Machine Tender in the Shell Fitting-Core Machines Unit.

Robert Edwards, Badge No. 7-723, was promoted from Laborer to Iron Transfer Helper in Permanent Mold 10' Pipe.

Rowlyn Edwards, Badge No. 7-718, was promoted from Iron Transfer Man to Mold Transfer in Permanent Mold 5' Pipe.

Tom Fails, Badge No. 8-228, was promoted from Facing Machine Operator to Tool Room Attendant in Production-Finishing.

Weldon Garrett, Badge No. 9-923, was promoted from Relief Man to Iron Pourer in Permanent Mold 10' Pipe.

F. N. Gilbreath, Badge No. A-120, was promoted from Core Setter to Core-Setter/Spray Operator in Permanent Mold 10' Pipe.

Sammie Lee Gordon, Badge No. A-496, was promoted from Laborer to Iron Transfer Man in Permanent Mold 5' Pipe.

Loyd Graham, Badge No. A-598, was promoted from Castings Transfer Man to Mold Transfer in Permanent Mold 5' Pipe.

Alvin Hodges, Badge No. C-607, was promoted from Laborer to Utility Man in Production-Finishing.

James Johnson, Badge No. E-060, was promoted from Automotive Mechanic-Helper to Relief-Helper in Permanent Mold 10' Pipe.

J. T. Jones, Badge No. E-319, was promoted from Mold Transfer to Extractor Operator in Permanent Mold 5' Pipe.

Ozieo Jones, Badge No. F-344, was promoted from Laborer to Chipper Inspector in the South Plant Millroom.

Robert Jordan, Badge No. F-447, was promoted from Laborer to Shake Out Man in the Permanent Mold Stands-Soil Fittings Section.

Jessie Kemp, Badge No. F-498, was promoted from Mold Transfer to Coresetter in the Permanent Mold 5' Pipe.

J. C. Kirk, Badge No. F-884, was promoted from Unloader & Counter to Pipe Dipper in the South Plant Millroom.

R. C. Linthecome, Badge No. G-552, was promoted from Shake Out Man to Machine Operator in the Permanent Mold Stands-Soil Fittings Section.

Annies Calhoun, Badge No. 4-062, was promoted from Laborer to Wheelator Loader in the North Plant Millroom.

Elton Colbert, Badge No. 5-050, was promoted from Laborer to Cupola Repair Helper in the Melting & Charging System.

Roy Anderson, Badge No. 0-458, was promoted from Laborer to Shake Out Man Overhead Sand.

Joseph Biscoe, Jr., Badge No. 2-098, was promoted from Laborer to Arbor Tightener in the Pallet Conveyor Unit.

Johnny Brown, Badge No. 3-192, was promoted from Mold Pull-Up Man to Core Maker Trainee in the Pallet Conveyor Unit.

Alan Cooks, Badge No. 5-419, was promoted from Board Take-Off Man to Dry and Core Hauler in the Pallet Conveyor Unit.

Gene Fuller, Badge No. 9-435, was promoted from Laborer to Iron Transfer Man at the Pallet Conveyor.

Bob Gray, Badge No. A-642, was promoted from Laborer to Shake Out Man at the Pallet Conveyor Unit.

Arthur Henry, Badge No. C-198, was promoted from Laborer to Binders On Man at the Pallet Conveyor Unit.

Al Hornbuckle, Badge No. C-914, was promoted from Laborer to Core Maker Trainee at the Pallet Conveyor Unit.

Ally Jones, Badge No. E-929, was promoted from Laborer to Weights Off Man at the Pallet Conveyor Unit.

Matthew Jones, Badge No. F-340, was promoted from Laborer to Mold Dumper at the Pallet Conveyor Unit.

Earl Pat. McClenny, Badge No. J-064, was promoted from Fittings Order Assembler "A" to Core Maker Trainee at the Pallet Conveyor Unit.

Lawrence Robertson, Badge No. N-528, was promoted from Arbor Tightener to Blowmatic Machine Operator at the Pallet Conveyor Unit.

Essie Walton, Badge No. V-714, was promoted from Dry Sand Core Hauler to Core Maker Trainee at the Pallet Conveyor Unit.

William Warren, Badge No. V-998, was promoted from Laborer to Binders Off Man at the Pallet Conveyor Unit.

B. Williams, Badge No. X-300, was promoted from Laborer to Arbor Hauler at the Pallet Conveyor Unit.

Arlos Williams, Badge No. X-036, was promoted from Laborer to Binders Off Man at the Pallet Conveyor Unit.

Mus Wynn, Badge No. Y-308, was promoted from Binders Off Man to Iron Pourer at the Pallet Conveyor Unit.

Earnest Davis, Badge No. 6-411, was promoted from Laborer to Shake Out Man at the Pallet Conveyor Unit.

Arville Dows, Badge No. 6-903, was promoted from Shake Out Man to Iron Pourer at the Pallet Conveyor Unit.

Dallas Brown, III, Badge No. 3-078, was promoted from Laborer to Spray Mix Transfer Man in the Permanent Mold Spray Mix Section.

Johnny Lee Fonza, Badge No. 8-746, was promoted from Binders On Man to Iron Pourer at the Pallet Conveyor Unit.

Jean Paul Gardner, Badge No. 9-812, was promoted from Iron Pourer to Core Maker Trainee at the Pallet Conveyor Unit.

Robert Hayes, Badge No. R-997, was promoted from Laborer to Core Maker Trainee at the Pallet Conveyor Unit.

George Nichols, Badge No. L-406, was promoted from Board Hauler to Core Maker Trainee at the Pallet Conveyor Unit.

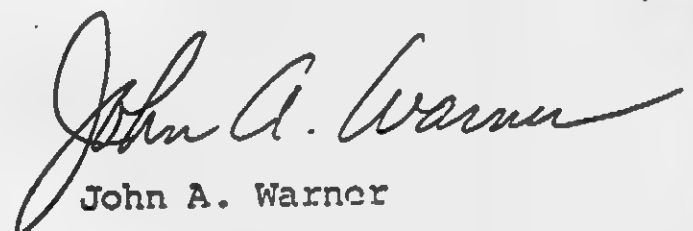
Thurman Smith, Badge No. R-774, was promoted from Laborer to Binders On Man at the Pallet Conveyor Unit.

Odell Tinsley, Badge No. 1-444, was promoted from Laborer to Weights Off Man at the Pallet Conveyor Unit.

Jerry Stanley, Badge No. S-561, was promoted from Laborer to Core Maker Trainee at the Pallet Conveyor Unit.

Dean Thorn, Badge No. U-292, was promoted from Laborer to Core Maker Trainee at the Pallet Conveyor Unit.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(t)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 2-19-66. A pat on the back to each of you.

Homer Ahron, Jr., Badge No. 0-008, was promoted from Iron Transfer Man to Core Setter in the 5' Double Station Split Mold Section.

Earl Blaylock, Badge No. 2-201, was promoted from Laborer to Iron Transfer Man at the Pallet Conveyor.

D. H. Boaz, Badge No. 2-310, was promoted from Relief & Utility Man to Iron Pourer in the Mechanical Pipe Unit.

Charlie Booker, Badge No. 2-442, was promoted from Extra Labor to Casting Transfer Man in the Mechanical Pipe Unit.

Willie Booker, Badge No. 2-464, was promoted from Casting Transfer Man to Iron Transfer Man in the Mechanical Pipe Unit.

A. B. Bowie, Badge No. 2-525, was promoted from Hub Painter to Pipe Loader & Unloader in the North Plant Millroom.

Robert Brown, Badge No. 3-146, was promoted from Laborer to Inspector in the North Plant Millroom.

Samuel Brown, Badge No. 3-247, was promoted from Pipe Grinder to Pipe Dipper in the North Plant Millroom.

Billy Joe Cain, Badge No. 3-938, was promoted from Stationary Grinder to Pusher in the North Plant Millroom.

Willie Carr, Badge No. 4-227, was promoted from Laborer to Chipper Inspector in the North Plant Millroom.

G. C. Cobb, Badge No. 4-950, was promoted from Extra Labor to Core Setter in the Mechanical Pipe Unit.

Jimmy Cooper, Badge No. 5-526, was promoted from Laborer to Iron Transfer Man at the Slinger 456 Pipe Unit.

Ricardo Correa, Badge No. 5-617, was promoted from Laborer to Core Cutter & Inspector in the Core Room.

Ellis Cortez, Badge No. 5-630, was promoted from Laborer to Spray Station Operator in the 5' Double Station Split Mold Section.

Leonard Davison, Badge No. 6-435, was promoted from Laborer to Chipper Inspector in the South Plant Millroom.

Riggen Donnell, Badge No. 7-220, was promoted from Laborer to Shake Out Man at the Pallet Conveyor.

Albert Dixon, Badge No. 7-150, was promoted from Extra Labor to Weights Transfer Man in the Mechanical Pipe Unit.

Charles Docktor, Badge No. 7-211, was promoted from Machinist "C" to Machinist "B" in the Mold Boring Shop.

F. E. Downes, Badge No. 7-326, was promoted from Iron Pourer to Mold Opener Operator in the 5' Double Station Split Mold Section.

Lewis Ellis, Badge No. 7-838, was promoted from Laborer to Spray Station Operator in the 5' Double Station Split Mold Section.

Levi Gaines, Badge No. 9-548, was promoted from Extra Labor to Cope Close Helper in the Mechanical Pipe Unit.

J. W. Gallegly, Badge No. 9-658, was promoted from Relief & Utility Man to Relief Man in the Mechanical Pipe Unit.

R. L. Galloway, Badge No. 9-702, was promoted from Extra Labor to Arbor Punch Out Operator in the Mechanical Pipe Unit.

Troy Lee Hagler, Badge No. B-056, was promoted from Shake Out Man to Iron Pourer at the Pallet Conveyor.

Jerry Halton, Badge No. B-150, was promoted from Extra Labor to Casting Transfer Man in the Mechanical Pipe Unit.

Arthur Lee Hawkins, Badge No. B-940, was promoted from Mold Opener to Core Setter in the Permanent Mold 10' Pipe Section.

Calvin Hogler, Badge No. C-062, was promoted from Laborer to Iron Transfer Man in the Permanent Mold 5' Pipe Section.

John House, Badge No. C-969, was promoted from Laborer to Relief Man in the 5' Double Station Split Mold Section.

Alvin Jackson, Badge No. D-618, was promoted from Extra Labor to Return Line Operator in the Mechanical Pipe Unit.

Jodie Jeffery, Jr., Badge No. D-848, was promoted from Laborer to Iron Transfer Helper in the Permanent Mold 10' Pipe Section.

Joe Frank Johnstone, Badge No. E-855, was promoted from Apprentice Machinist to Machinist "C" in the Mold Boring Shop.

Clarence Jordan, Badge No. F-443, was promoted from Laborer to Iron Transfer Man in the 5' Double Station Split Mold Section.

Almuria Kenney, Badge No. F-610, was promoted from Laborer to Board Hauler at the Pallet Conveyor.

Charles Kenney, Badge No. F-611, was promoted from Laborer to Board Hauler at the Pallet Conveyor.

John Thurman Kennedy, Badge No. F-554, was promoted from Machinist "C" to Machinist "B" in the Machine Shop.

J. L. Langdale, Badge No. G-126, was promoted from Extra Pipe Rammer to Pipe Molder in Hand Rammed Floors.

Henry Langford, Badge No. G-135, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in North Plant Maintenance.

Douglas Mac Lee, Badge No. G-284, was promoted from Laborer to Dry Sand Core Hauler at the Pallet Conveyor.

Troy Long, Badge No. G-635, was promoted from Spray Operator to Relief Man in the 5' Double Station Split Mold Section.

Jerry Marshall, Badge No. H-248, was promoted from Extra Labor to Core Machine Operator in the Mechanical Pipe Unit.

Artis Ray Mayes, Badge No. H-866, was promoted from Laborer to Pipe Unloader & Stacker in the North Plant Millroom.

Reat McDonald, Badge No. J-348, was promoted from General Clean-up to Pipe Reamer Operator in the South Plant Millroom.

Joseph Minnitt, Badge No. K-294, was promoted from Casting Transfer to Core Setter in the Mechanical Pipe Unit.

Ray Mitchell, Badge No. K-368, was promoted from Laborer to Binders On Man at the Pallet Conveyor.

Charles Moore, Badge No. K-563, was promoted from Laborer to Fork Truck Operator "B" at the Pallet Conveyor.

Robert Moore, Jr., Badge No. K-602, was promoted from Core Setter to Iron Transfer Man in the Mechanical Pipe Unit.

Levon Moss, Badge No. K-956, was promoted from Binders Off Man to Binders On Man at the Pallet Conveyor.

Charlie Mullins, Badge No. L-034, was promoted from Brass Millroom Operator to Pattern Chaser in the Brass Foundry.

Charles Pay Pringle, Badge No. M-863, was promoted from Muller & Aerator Cleaner to Muller Operator at the Pallet Conveyor.

Robert Richardson, Badge No. N-253, was promoted from Laborer to Holding Lad Pouring Man in the Melting & Charging System.

Leroy Riggs, Badge No. N-272, was promoted from Laborer to Belt Plow Operator at the Pallet Conveyor.

Elmer Shults, Badge No. R-244, was promoted from Arbor Punch Out Operator to Molding Machine Operator in the Mechanical Pipe Unit.

J. G. Sitton, Badge No. R-442, was promoted from Return Line Operator to Molding Machine Operator in the Mechanical Pipe Unit.

H. A. Taylor, Badge No. T-598, was promoted from Core Sand Riddler to Core Sand Mixer in the Mechanical Pipe Unit.

Robert Taylor, Badge No. T-665, was promoted from Hub Grinder to Pipe Weigher in the North Plant Millroom.

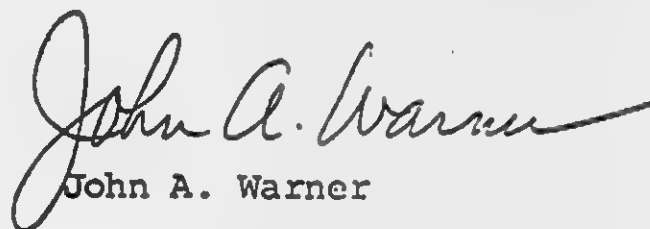
Charles Kenneth Warren, Badge No. V-787, was promoted from Laborer to Iron Pourer in the 5' Double Station Split Mold Section.

Artis Williams, Badge No. W-986, was promoted from Extra Labor to Castings Transfer Man in the Mechanical Pipe Unit.

Clyde Williams, Badge No. X-041, was promoted from Laborer to Pipe Loader & Unloader in the North Plant Millroom.

W. H. Wright, Badge No. Y-196, was promoted from Extra Pipe Rammer to Pipe Molder in Hand Rammed Floors.

Again congratulations to each of you.



John A. Warner

[G.C.EX. 29(u)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 2-26-66. A pat on the back to each of you.

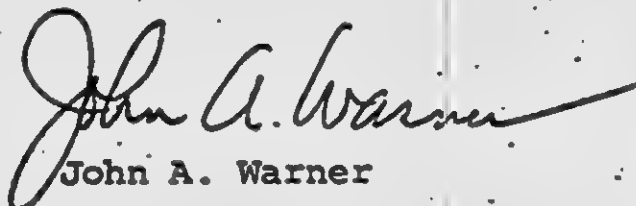
Dale Caffey, Badge No. 3-875, was promoted from Laborer to Utility Man in the Construction Shop.

Jerry Easley, Badge No. 7-602, was promoted from Pusher to Leadman in the North Plant Millroom.

Johnnie Harrison, Jr., Badge No. B-703, was promoted from Laborer to Mold Dumper at the Pallet Conveyor.

- Jessie Henderson, Badge No. C-152, was promoted from Casting Sand Remover to Chipper Inspector in the North Plant Millroom.
- Bryant Megason, Badge No. J-988, was promoted from Pipe Counter & Inspector to Cupola Charger in the North Plant Melting & Charging System.
- Jesse Moss, Jr., Badge No. K-957, was promoted from Chipper Inspector to Stationary Grinder in the North Plant Millroom.
- Billy Joe Reeves, Badge No. N-104, was promoted from Mold Dumper to Shake Out Man at the Pallet Conveyor.
- Roy Robertson, Badge No. N-594, was promoted from Fork Truck Operator "B" to Fork Truck Operator "A" in South Plant Shipping.
- Clarence Sellers, Badge No. P-923, was promoted from Laborer to Special Grinder in the North Plant Millroom.

Again congratulations to each of you.


John A. Warner

[G.C.EX.29(v)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 3-5-66. A pat on the back to each of you.

- J. C. Benson, Badge No. 1-892, was promoted from Pattern Chaser to Molder at the Pallet Conveyor.
- Ronald Berry, Badge No. 1-961, was promoted from Automotive Mechanic "C" to Industrial Equipment Mechanic "B" in the Garage.
- Embry Cobb, Badge No. 4-906, was promoted from Core Carrier to Core Maker at the North Plant Hand Rammed Floors.
- Henry Cope, Jr., Badge No. 5-589, was promoted from Laborer to Core Finisher Helper in the Core Room.

Charles Crotsenburg, Badge No. 5-926, was promoted from Boot & Spigot Cleaner to Equipment Operator "B" in Clean-Up & Unloading.

Redger Daniels, Jr., Badge No. 6-229, was promoted from Laborer to Shell Core Machine Tender in the Core Room.

John Davis, Badge No. 6-515, was promoted from Ty-Tool Assembler "B" to Pattern Repairman "C" in the Pattern Shop.

Elmer Furrh, Badge No. 9-488, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in North Plant Maintenance.

Terry Griqsbay, Badge No. A-939, was promoted from Laborer to Shell Core Machine Tender in the Core Room.

Barry Lewis, Badge No. G-469, was promoted from Ty-Tool Assembler "B" to Pattern Maker "D" in the Pattern Shop.

Jesus Lopez, Jr., Badge No. G-665, was promoted from Laborer to Core Scraper in Permanent Mold Wheels.

Herman Mims, Badge No. K-231, was promoted from Laborer to Core Scraper in Permanent Mold Wheels.

T. J. Mims, Badge No. K-250, was promoted from Core Maker "B" to Core Maker "A" in the Core Room.

James L. Mitchell, Badge No. K-338, was promoted from Core Carrier to Core Maker in the North Plant Hand Rammed Pipe Unit.

Ray Mitchell, Badge No. K-368, was promoted from Binders On Man to Weights On Man at the Pallet Conveyor.

Woodrow Moore, Badge No. K-641, was promoted from Shell Core Machine Tender to Shell Core Machine Operator in the Core Room.

Esta Russeau, Badge No. P-099, was promoted from Laborer to Pit Cleaner at the Permanent Mold Wheels.

Charles Simms, Badge No. R-400, was promoted from Finished Product Storage Laborer to Fork Truck Operator "B" in South Plant Shipping.

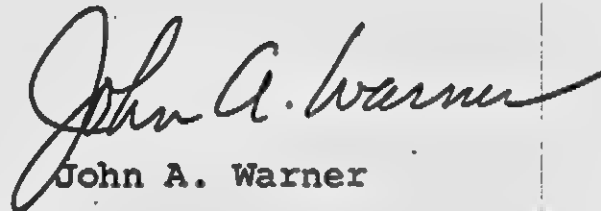
Bundy Steele, Badge No. S-750, was promoted from Automotive Mechanic Helper to Automotive Mechanic "C" in the Garage.

Arthur Duane Taylor, Badge No. T-548, was promoted from Finished Product Storage Laborer to Air-Conditioning & Building Maintenance Man in Building Maintenance.

J. C. Wood, Badge No. X-921, was promoted from Automotive Mechanic "C" to Automotive Mechanic "B" in the Garage.

Charlon Lusk, Badge No. G-809, was promoted from Laborer to Utility Man in the Machine Shop.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(w)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 3-12-66. A pat on the back to each of you.

Pervis Andrews, Badge No. 0-508, was promoted from Laborer to Arbor Hauler at the Pallet Conveyor.

Rade Graham Arnold, Badge No. 0-685, was promoted from Machinist "C" to Machinist "B" in the Machine Shop.

Sherman Ausborne, Badge No. 0-910, was promoted from Fork Truck Operator "B" to Ladle Liner in Permanent Mold Stands-Soil Fittings.

Larry Austin, Badge No. 0-969, was promoted from Electrician "C" to Electrician "B" in South Plant Maintenance.

Charles Caddel, Badge No. 3-861, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in North Plant Maintenance.

Kenneth Clifton, Badge No. 4-849, was promoted from Heavy Equipment Operator to Leadman in Clean-Up and Unloading.

Oscar Coleman, Badge No. 5-098, was promoted from Laborer to Binders Off Man at the Pallet Conveyor.

Sherman Connally, Jr., Badge No. 5-315, was promoted from Single Spindle Drill Press Operator "B" to Buffer & Polisher in Production-Finishing.

Sammy Frazier, Badge No. 9-226, was promoted from Laborer to Utility Man in Production-Finishing.

Marvin Green, Badge No. A-702, was promoted from Laborer to Arbor Hauler at the Pallet Conveyor.

Terry Griesby, Badge No. A-939, was promoted from Shell Core Machine Tender to Muller Operator Helper in the Core Room.

Ronnie Hargrove, Badge No. B-453, was promoted from Laborer to Dry Sand Core Hauler at the Pallet Conveyor.

Lawson Humphreys, Badge No. D-150, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in North Plant Maintenance.

James Louis Isabell, Badge No. D-312, was promoted from Laborer to Shell Core Machine Tender in the Core Room.

Connie Ivy, Badge No. D-327, was promoted from Laborer to Utility Man in Production-Finishing.

Marshall Marshall, Badge No. H-259, was promoted from Pattern Maker Class "C" to Pattern Maker "B" in the Pattern Shop.

Olen Martin, Badge No. H-460, was promoted from Maintenance Mechanic "C" to Maintenance Mechanic "B" in South Plant Maintenance.

George Middleton, Badge No. K-065, was promoted from Laborer to Iron Transfer Man in Permanent Mold Stands-Soil Fittings.

Ronald Norris, Badge No. L-461, was promoted from Pattern Repairman "C" to Pattern Repairman "B" in the Pattern Shop.

Harold Oakes, Badge No. L-513, was promoted from Laborer to Utility Man in Production-Finishing.

Donald Pinkney, Badge No. M-358, was promoted from Laborer to Boot & Spigot Cleaner in Permanent Mold 10' Pipe.

James Rasberry, Badge No. M-947, was promoted from Laborer to Muller Operator-Helper in the Core Room.

A. L. Roy, Badge No. N-774, was promoted from Laborer to Iron Transfer Man at the Pallet Conveyor.

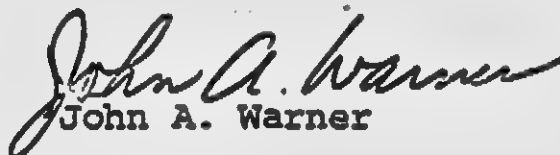
Napoleon Session, Badge No. P-959, was promoted from Laborer to Cupola Charger in the South Plant Melting & Charging System.

M. C. Stoker, Badge No. T-123, was promoted from Laborer to Pipe Grinder in the North Plant Millroom.

Odell Tinsley, Badge No. U-444, was promoted from Weights Off Man to Mold Dumper at the Pallet Conveyor.

Bobby Walston, Badge No. V-698, was promoted from Laborer to Equipment Changer "B" at the Pallet Conveyor.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(x)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 3-19-66. A pat on the back to each of you.

James Berry, Badge No. 1-955, was promoted from Belt Plow Operator to Mold Dumper at the Pallet Conveyor.

Kenneth Bowen, Badge No. 2-517, was promoted from Laborer to Core Finisher in the Core Room.

Lloyd Bryant, Badge No. 3-394, was promoted from Laborer to Pipe Grinder in the North Plant Millroom.

Wallace Bush, Badge No. 3-685, was promoted from Equipment Changer "B" to Pattern Repairman "C" in the Pattern Shop.

Edison Butler, Badge No. 3-694, was promoted from Laborer to Unloader & Counter in the South Plant Millroom.

John Campbell, Badge No. 4-179, was promoted from Pattern Repairman "C" to Pattern Repairman "B" in the Pattern Shop.

Wylie Davis, Badge No. 6-593, was promoted from Wheelabrator Loader to Pipe Loader and Unloader in the North Plant Millroom.

Ocie Hammond, Badge No. B-267, was promoted from Pattern Maker "C" to Pattern Maker "B" in the Pattern Shop.

Archie Hampton, Badge No. B-284, was promoted from Laborer to Special Grinder in the North Plant Millroom.

Larry Head, Badge No. C-025, was promoted from Apprentice Machinist to Machinist "C" in the Mold Boring Shop.

C. B. Johnson, Badge No. D-972, was promoted from Bell Hole Knockout to Basket Loader in the South Plant Millroom.

Mack Johnson, Badge No. E-525, was promoted from Laborer to Pipe Loader & Unloader in the North Plant Millroom.

E. L. Jones, Badge No. E-977, was promoted from Laborer to Pipe Grinder in the North Plant Millroom.

Jesse Nabors, Badge No. L-240, was promoted from Wheelabrator Operator to Scrap Inspector in the South Plant Millroom.

Willie Pinkney, Badge No. M-363, was promoted from Laborer to Pipe Stacker "A" in the North Plant Millroom.

Robert Prather, Badge No. M-650, was promoted from Laborer to Core Cutter & Inspector in the Core Room.

Charles Rinehart, Badge No. N-385, was promoted from Ty-Tool Assembler "B" to Pattern Maker "D" in the Pattern Shop.

Milton Slaton, Badge No. R-552, was promoted from Laborer to Belt Plow Operator in the Pallet Conveyor Unit.

Charles Smith, Badge No. R-635, was promoted from Laborer to Utility Man-Production in the South Plant Millroom.

Joe Waldrop, Badge No. V-325, was promoted from Ty-Tool Assembler "B" to Pattern Repairman "C" in the Pattern Shop.

Harold Warren, Badge No. V-816, was promoted from Fork Truck Operator "B" to Fork Truck Operator "A" in South Plant Shipping.

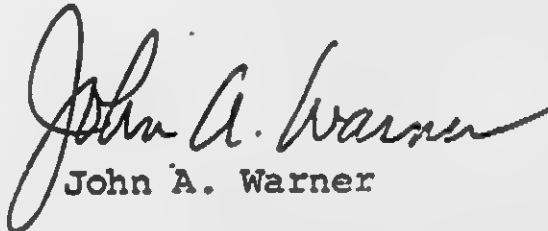
Cecil Williams, Badge No. X-039, was promoted from Laborer to Shake Out Man at the Pallet Conveyor.

James Williams, Badge No. X-470, was promoted from Machinist "B" to Machinist "A" in the Machine Shop.

Ross Willis, Badge No. X-731, was promoted from Laborer to Utility Man-Production in the South Plant Millroom.

Billy Young, Badge No. Y-504, was promoted from Iron Pourer to Core Maker Trainee at the Pallet Conveyor.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(y)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 3-26-66. A pat on the back to each of you.

Donnie Ashford, Badge No. 0-738, was promoted from Laborer to Gland Inspector in the South Plant Millroom.

Earlie Bailey, Badge No. 1-090, was promoted from Shipping Laborer to Fittings Order Assembler-Helper in the South Plant Shipping area.

Jimmy Blankenship, Badge No. 2-182, was promoted from Laborer to Sand Master in the Laboratory.

Harold Hall, Badge No. B-073, was promoted from Shipping Laborer to Fittings Order Assembler-Helper in South Plant Shipping.

Jimmy Hempel, Badge No. C-069, was promoted from Shell Core Machine Operator to Muller Operator in the Core Room.

Clifford Holly, Jr., Badge No. C-718, was promoted from Utility Man to Buffer & Polisher in Production-Finishing.

Dolphus Howard, Badge No. C-972, was promoted from Laborer to Shell Core Machine Operator at the Shell Hub Core Machines.

Robert Jones, Jr., Badge No. F-361, was promoted from Laborer to Shell Core Machine Operator at the Shell Hub Core Machines.

Benny Kennedy, Badge No. F-530, was promoted from Laborer to Shell Core Machine Operator at the Shell Hub Core Machines.

Elmut Kieselbach, Badge No. F-640, was promoted from Automotive Mechanic "C" to Heavy Duty Mechanic Welder "B" in the Garage.

Ethaniel Knowlton, Badge No. F-977, was promoted from Laborer to Iron Transfer Man at the Slinger 456 Pipe Unit.

David Lewis, Badge No. G-472, was promoted from Gate Knocker to Fittings Slinger at the Permanent Mold Wheels.

Wain Lewis, Badge No. G-473, was promoted from Shipping Laborer to Fittings Order Assembler-Helper in South Plant Shipping.

Ray McMackin, Badge No. J-744, was promoted from Guard to Sergeant in Plant Security.

George Miller, Badge No. K-118, was promoted from Bell Hole Knockout to Basket Loader in the South Plant Millroom.

Don Murphree, Badge No. L-116, was promoted from Fittings Order Assembler "A" to Dock and Loading Leadman in South Plant Shipping.

Jim Payton, Badge No. M-054, was promoted from Shift Change Clean-Up to Core Maker at the Pallet Conveyor.

Lester Richmond, Badge No. N-258, was promoted from Garage Service Man to Truck Hostler in North Plant Shipping.

Curtis Russell, Badge No. P-105, was promoted from Laborer to Cupola Charge in the North Plant Melting & Charging System.

Luis Saenz, Badge No. P-290, was promoted from Laborer to Pit Cleaner at the Permanent Mold Wheels.

Lee Smith, Badge No. R-755, was promoted from Cupola Charger to Truck Hostler in North Plant Shipping.

Oliver Smith, Jr., Badge No. S-098, was promoted from Laborer to Iron Transfer Man in Permanent Mold-10' Pipe.

Larry Stephens, Badge No. S-839, was promoted from Laborer to Core Finisher in the Core Room.

Mervin Stovall, Badge No. T-172, was promoted from Automotive Mechanic "C" to Heavy Duty Mechanic Welder "B" at the Garage.

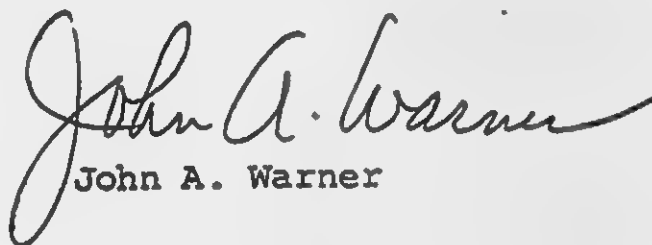
Willie Walker, Badge No. V-592, was promoted from Laborer to Shell Core Machine Tender at the Shell Fitting Core Machines.

Robert Zillendor, Badge No. Y-623, was promoted from Shell Core Machine Tender to Shell Core Machine Operator at the Shell Hub Core Machines.

Jimmy Munn, Badge No. L-108, was promoted from Finished Product Storage Laborer to Fittings Order Assembler-Helper in North Plant Shipping.

William E. Smith, Badge No. S-128, was promoted from Laborer to Relief Shell & Hub Core Operator at the Shell Hub Core Machines.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(2)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 4-2-66. A pat on the back to each of you.

Billy Betts, Badge No. 1-963, was promoted from Pipe Reamer Operator to Process Line Conveyor Operator in the North Plant Millroom.

J. W. Buckner, Badge No. 3-432, was promoted from Cupola Charger to Melting Leadman in the North Plant Melting & Charging System.

Henry Caddell, Badge No. 3-867, was promoted from Laborer to Arbor Hauler at the Pallet Conveyor.

Jerry Casey, Badge No. 4-369, was promoted from Process Line Conveyor Operator to Equipment Operator "B" in Clean-Up & Unloading.

Curtis Clifford, Badge No. 4-845, was promoted from Utility Man to Multiple Drill Press Operator in Production-Finishing.

Jesse Crews, Badge No. 5-856, was promoted from Truck Hostler to Mobile Crane Operator in North Plant Shipping.

Walter Deel, Badge No. 6-749, was promoted from Utility Man to Order Assembler in Production-Finishing.

Douglas Dunlap, Badge No. 7-457, was promoted from Equipment Operator "B" to Welder Millwright "C" in the Construction Shop.

Travis Gage, Badge No. 9-522, was promoted from Utility Man to Tapping Machine Operator in Production-Finishing.

Robert Gamblin, Badge No. 9-735, was promoted from Pattern Maker "D" to Pattern Maker "C" in the Pattern Shop.

William Glasscock, Badge No. A-345, was promoted from Laborer to Shell Core Machine Tender in the Core Room.

Robert Hasten, Badge No. B-863, was promoted from Gas Oven Tender to Core Maker "B" in the Core Room.

J. J. Hays, Badge No. C-014, was promoted from Utility Man to Tub Grinder in Production-Finishing.

Raymond Luther, Badge No. G-803, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in North Plant Maintenance.

Ray Maness, Badge No. H-178, was promoted from Laborer to Core Maker "C" in the Core Room.

Hosca McCain, Badge No. H-995, was promoted from Laborer to Cupola Charger in the North Plant Melting & Charging System.

Bryant Megason, Badge No. J-988, was promoted from Cupola Charger to Melting Leadman in the North Plant Melting & Charging System.

Harold Minor, Badge No. K-297, was promoted from Laborer to Mold Dumper at the Pallet Conveyor.

Eli Ross, Badge No. N-743, was promoted from Truck Hostler to Mobile Crane Operator in North Plant Shipping.

Doyle Sanders, Badge No. P-499, was promoted from Maintenance Mechanic "C" to Maintenance Mechanic "B" in North Plant Maintenance.

Grady Salterwhite, Badge No. P-580, was promoted from Utility Man to Tapping Machine Operator in Production-Finishing.

Thomas Edward Spigner, Badge No. S-463, was promoted from Laborer to Shakeout Man at the Pallet Conveyor.

David Stripling, Badge No. T-208, was promoted from Laborer to Shell Core Machine Tender in the Core Room.

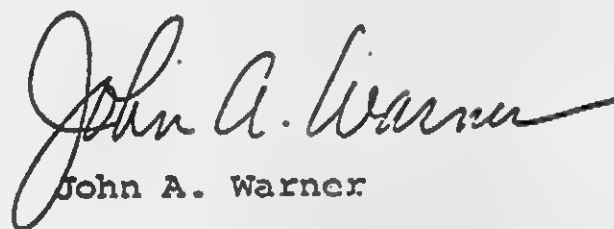
Michael Turner, Badge No. U-805, was promoted from Laborer to Core Finisher in the Core Room.

James Larry Wade, Badge No. V-252, was promoted from Laborer to Dry Sand Core Hauler at the Pallet Conveyor.

Darrell Watson, Badge No. W-143, was promoted from Fittings Order Assembler Helper to Fork Truck Operator "A" in South Plant Shipping.

Garland Wheeler, Badge No. W-497, was promoted from Laborer to Gas Oven Tender in the Core Room.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(aa)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 4-9-66. A pat on the back to each of you.

Aubrey Alewine, Badge No. 0-148, was promoted from Laborer to Pipe Grinder in the North Plant Millroom.

Otis Allen, Badge No. 0-284, was promoted from Laborer to Casting Sand Remover in the North Plant Millroom.

Farrell Benson, Badge No. 1-868, was promoted from Extra Molder to Molder at the Pallet Conveyor.

Charles Blunt, Badge No. 2-288, was promoted from Fittings Order Assembler-Helper to Fittings Order Assembler "B" in South Plant Shipping.

William Bonnett, Badge No. 2-430, was promoted from Utility Man to Finishing Grinder "A" in Production-Finishing.

Lee Davison, Badge No. 6-594, was promoted from Chipper Inspector to Portable Grinder in the South Plant Millroom.

Tommy Deason, Badge No. 6-714, was promoted from Multiple Drill Press Operator to Facing Machine Operator in Production-Finishing.

Tommy Frazier, Badge No. 9-226, was promoted from Utility Man to Tub Grinder in Production-Finishing.

Jimmy Gabbard, Badge No. 9-512, was promoted from Pattern Repairman "C" to Pattern Repairman "B" in Pattern Check Out & Repair.

William Gentry, Badge No. 9-972, was promoted from Laborer to Shell Core Machine Tender in the Core Room.

Donald Gray, Badge No. A-636, was promoted from Laborer to Finishing Grinder "B" in Production-Finishing.

Frederick Hallonquist, Badge No. B-144, was promoted from Core Maker "B" to Core Maker "A" in the Core Room.

Melvin Hampton, Badge No. B-334, was promoted from Laborer to Cupola Charge in the North Plant Melting & Charging System.

Daniel Harding, Badge No. B-445, was promoted from Laborer to Finishing Grinder "B" in Production-Finishing.

Johnny Hicks, Badge No. C-389, was promoted from Laborer to Finishing Grinder "B" in Production Finishing.

Connie Ray Ivy, Badge No. D-327, was promoted from Utility Man to Finishing Grinder "A" in Production-Finishing.

Woodford Jackson, Badge No. D-718, was promoted from Utility Man to Order Assembler in Production-Finishing.

Joe Allen Jeter, Jr., Badge No. D-949, was promoted from Core Maker "C" to Core Maker "B" in the Core Room.

Richard King, Badge No. F-770, was promoted from Laborer to Single Spindle Drill Press Operator "B" in Production-Finishing.

Jerry McGahee, Badge No. J-418, was promoted from Laborer to Finishing Grinder "B" in Production-Finishing.

Jimmy Munn, Badge No. L-108, was promoted from Fittings Order Assembler-Helper to Truck Hostler in North Plant Shipping.

Harold Oakes, Badge No. L-513, was promoted from Utility Man to Finishing Grinder "A" in Production-Finishing.

W. C. Oliver, Badge No. L-504, was promoted from Fork Truck Operator "B" to Fork Truck Operator "A" in North Plant Shop Labor.

William Padburg, Badge No. L-709, was promoted from Utility Man to Tub Grinder in Production-Finishing.

James Perry, Badge No. M-138, was promoted from Laborer to Shell Core Machine Tender in the Core Room.

Nickey Reynolds, Badge No. N-149, was promoted from Utility Man to Tub Grinder in Production Finishing.

Ronald Mack Speegle, Badge No. S-217, was promoted from Laborer to Single Spindle Drill Press Operator "B" in Production Finishing.

Douglas Starkey, Badge No. S-670, was promoted from Laborer to Finishing Grinder "B" in Production-Finishing.

Robert Starnes, Badge No. S-705, was promoted from Utility Man to Finishing Grinder "A" in Production-Finishing.

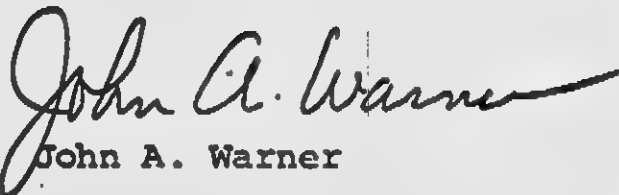
Lewis Henry Stickles, Badge No. T-010, was promoted from Laborer to Single Spindle Drill Press Operator "B" in Production-Finishing.

James White, Badge No. W-684, was promoted from Laborer to Core Finisher-Helper in the Core Room.

Hoover Williams, Badge No. X-052, was promoted from Fork Truck Operator to Fork Truck Operator "A" in North Plant Shop Labor.

L. T. Lewis, Badge No. G-528, was promoted from Permanent Mold Wheel Serv Man to Cupola Charger in the North Plant Melting & Charging System.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(bb)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 4-16-66. A pat on the back to each of you.

- Jerry Lee Ashcraft, Badge No. 0-735, was promoted from Machinist "C" to Machinist "B" in the Machine Shop.
- James Conner, Badge No. 5-318, was promoted from Chipper Inspector to Stationary Grinder in the North Plant Millroom.
- Ricardo Correa, Badge No. 5-617, was promoted from Core Cutter & Inspector to Shell Core Machine Operator in the Core Room.
- Redger Daniels, Jr., Badge No. 6-229, was promoted from Shell Core Machine Tender to Gas Oven Tender in the Core Room.
- Fred Gaskin, Badge No. 9-931, was promoted from Laborer to Chipper Inspector in the South Plant Millroom.
- Lish Island, Badge No. D-276, was promoted from Laborer to Pit Cleaner at the Permanent Mold Wheels.
- Connie Ray Ivy, Badge No. D-327, was promoted from Finishing Grinder "A" to Buffer & Polisher in Production-Finishing.
- Terry Leonard, Badge No. G-475, was promoted from Laborer to Core Cutter & Inspector in the Core Room.
- James Raibon, Badge No. M-931, was promoted from Laborer to Pipe Stacker "A" in the North Plant Millroom.
- Jimmy Sanders, Badge No. P-454, was promoted from Apprentice Machinist to Electrician "C" in the Construction Shop.
- Odie Sanders, Badge No. P-460, was promoted from Laborer to Equipment Change "B" in Overhead Sand.
- Melton Smith, Badge No. S-089, was promoted from Laborer to Arbor Hauler at the Pallet Conveyor.

Argusta Stansell, Badge No. S-586, was promoted from Welder Millwright "B" to Welder Millwright "A" in the Construction Shop.

Odell Tinsley, Badge No. U-444, was promoted from Mold Dumper to Shake Out Man at the Pallet Conveyor.

Billy Ray West, Badge No. W-424, was promoted from Machinist "B" to Machinist "A" in the Machine Shop.

William Wilder, Badge No. W-874, was promoted from Laborer to Shell Core Machine Tender in the Core Room.

Billy Wilson, Badge No. X-751, was promoted from Laborer to Mold Dumper at the Pallet Conveyor.

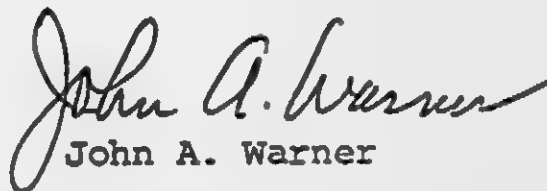
Mark Henson, Badge No. C-235, was promoted from Laborer to Shake Out Man at the Pallet Conveyor.

Larry Curtis Mead, Badge No. J-982, was promoted from Laborer to Shell Core Machine Tender in the Core Room.

Melvin Nays, Badge No. L-256, was promoted from Laborer to Muller & Aerator Cleaner at the Pallet Conveyor.

Richmond Printers, Badge No. M-872, was promoted from Laborer to Arbor Hauler at the Pallet Conveyor.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(cc)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 4-23-66. A pat on the back to each of you.

Joe Brasher, Badge No. 2-822, was promoted from Helper to Construction Carpenter "C" in the Construction Shop.

Donell Browning, Badge No. 3-325, was promoted from Relief Shell & Hub Core Operator to Shell Core Machine Operator at the Shell Fitting Core Machines.

Charles Dews, Badge No. 6-931, was promoted from Laborer to Shell Core Machine Tender at the Shell Fitting Core Machines.

Billy Fielding, Badge No. 8-470, was promoted from Pattern Repairman to Leadman in Overhead Sand.

Havelly Fontenot, Badge No. 8-743, was promoted from Pattern Changer & Rigger to Fittings Stands Leadman in Permanent Mold Stand-Utilities.

Jessie Fowler, Badge No. 9-142, was promoted from Brass Millroom Operator-Helper to Jolt Squeeze Machine Operator-Helper at the Brass Foundry.

Fred Gillins, Badge No. A-189, was promoted from Laborer to Fittings Hanger at the Permanent Mold Wheels.

Vernon Greer, Badge No. A-809, was promoted from Laborer to Arbor Tightener at the Pallet Conveyor.

Fred Grindle, Badge No. A-960, was promoted from Equipment Operator "A" to Leadman in Clean-Up and Unloading.

J. L. Hays, Jr., Badge No. C-012, was promoted from Machinist "A" to Machine Tool Repairman in the Machine Shop.

Therman Jackson, Badge No. D-704, was promoted from Pipe Stacker "B" to Stationary Grinder in the South Plant Millroom.

Edward Jacobs, Badge No. D-758, was promoted from Laborer to Core Finisher in the Core Room.

Michael Jerome Kennedy, Badge No. F-582, was promoted from Mold Transfer to Core Maker at the Pallet Conveyor.

Charles Lusk, Badge No. G-809, was promoted from Utility Man to Painter Helper in Building Maintenance.

Bennie Lynch, Badge No. G-890, was promoted from Jolt Squeeze Machine Operator-Helper to Brass Millroom Operator in the Brass Foundry.

Gary Modders, Badge No. J-896, was promoted from Laborer to Core Maker at the Pallet Conveyor.

Dorothea Merritt, Badge No. K-006, was promoted from Laborer to Core Scraper at the Permanent Mold Wheels.

George Miller, Badge No. K-118, was promoted from Basket Loader to Portable Grinder at the South Plant Millroom.

Wyle Lee Myers, Badge No. L-206, was promoted from Laborer to Iron Pourer at the Pallet Conveyor.

Harold Palmer, Badge No. L-770, was promoted from Fittings Order Assembler-Helper to Fittings Order Assembler "B" in South Plant Shipping.

James Parks, Badge No. L-962, was promoted from Laborer to Payloader Operator in the South Plant Shop Labor.

Rayton Powell, Badge No. M-595, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in North Plant Maintenance.

J. D. Robinson, Badge No. N-704, was promoted from Inventory Yard Man to Order Assembler at the Wade Warehouse.

Lee Smith, Badge No. R-755, was promoted from Laborer to Fork Truck Operator "B" at the Pallet Conveyor.

Donald Stamps, Badge No. S-529, was promoted from Apprentice Machinist to Machinist "C" in the Mold Boring Shop.

J. D. Warren, Badge No. V-884, was promoted from Utility Man to Electrician "C" in the Electrical Shop.

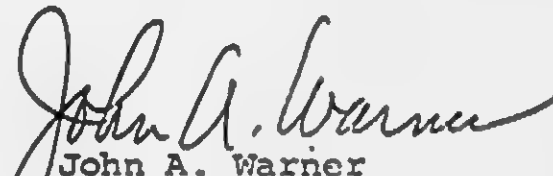
James White, Badge No. W-684, was promoted from Core Finisher Helper to Core Finisher at the Core Room.

Cross Willis, Badge No. X-731, was promoted from Utility Man to Chipper Inspector in the South Plant Millroom.

Obby Burleson, Badge No. 3-577, was promoted from Equipment Molder-Helper to Equipment Molder in Equipment Floors.

Alvin Davis, Badge No. 6-405, was promoted from Laborer to Shake Out Man at the Pallet Conveyor.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(dd)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 4-30-66. A pat on the back to each of you.

Mary Baker, Badge No. 1-187, was promoted from Laborer to Belt Plow Operator at the Pallet Conveyor.

Heater Bell, Badge No. 1-718, was promoted from Laborer to Binders Off Man at the Pallet Conveyor.

Roger Berry, Badge No. 1-960, was promoted from Automotive Paint & Body Man "B" to Automotive Paint & Body Man "A" at the Garage.

J. Bonnett, Badge No. 2-430, was promoted from Finishing Grinder "A" to Hub Grinder in Production-Finishing.

Elmar Brown, Badge No. 3-076, was promoted from Laborer to Set-Up Man at the Permanent Mold-10' Pipe Unit.

Arjorie Crumpler, Badge No. 5-936, was promoted from Casting Cleaner & Thread Lubricator to Single Spindle Drill Press Operator "B" in Production-Finishing.

Donner Davis, Jr., Badge No. 6-384, was promoted from Laborer to Binders On Man at the Pallet Conveyor.

Ernest Davis, Badge No. 6-411, was promoted from Shake Out Man to Iron Pourer at the Pallet Conveyor.

Alter Deel, Badge No. 6-749, was promoted from Order Assembler to Brass Room Attendant in Production-Finishing.

Richard Elmore, Badge No. 7-884, was promoted from Core Scraper to Service Man at the Permanent Mold Wheels.

Lloyd Hammonds, Badge No. B-268, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in South Plant Maintenance.

Recil Howes, Badge No. C-320, was promoted from Mold Counter to Molder at the Pallet Conveyor.

George McKee, Badge No. J-652, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in North Plant Maintenance.

Ernett Lee Portwood, Badge No. M-540, was promoted from Turret Lathe Operator "A" to Shift Leadman in Production-Finishing.

James Ramsey, Badge No. M-941, was promoted from Laborer to Permanent Mold Wheel Service Man at the Permanent Mold Wheels.

Ellis Ray, Badge No. M-954, was promoted from Fork Truck Operator "B" to Core Maker at the Pallet Conveyor.

Allie Redd, Badge No. N-082, was promoted from Payloader Operator to Iron Transfer Man in Overhead Sand.

David Rettig, Jr., Badge No. N-137, was promoted from Laborer to Special Grinder in the North Plant Millroom.

Raymond Rhymen, Badge No. N-198, was promoted from Laborer to Utility Man at the Machine Shop.

Edie Richard, Badge No. N-207, was promoted from Relief Shell & Hub Core Machine Operator to Gate Knocker at the Permanent Mold Wheels.

Reba Rivers, Badge No. N-296, was promoted from Casting Cleaner & Thread Lubricator to Single Spindle Drill Press Operator "B" in Production-Finishing.

Wences Rodriguez, Badge No. N-747, was promoted from Electrician "C" to Electrician "B" in North Plant Maintenance.

George Sherman, Badge No. R-148, was promoted from Laborer to Special Grinder in the North Plant Millroom.

Albert Smith, Badge No. R-613, was promoted from Laborer to Unloader & Counter in the North Plant Millroom.

Billy Joe Smith, Badge No. R-612, was promoted from Pipe Stenciler to Pipe Loader & Unloader in the North Plant Millroom.

Robert Starns, Badge No. S-705, was promoted from Finishing Grinder "A" to Tub Grinder in Production-Finishing.

Reymundo Tamez, Jr., Badge No. T-409, was promoted from Laborer to Pipe Loader & Unloader in the North Plant Millroom.

William Tapley, Badge No. T-450, was promoted from Turret Lathe Operator "B" to Turret Lathe Operator "A" in Production-Finishing.

Joe Taylor, Badge No. T-620, was promoted from Equipment Changer "B" to Core Maker at the Pallet Conveyor.

Leonard Timms, Badge No. U-426, was promoted from Laborer to Board Hauler at the Pallet Conveyor.

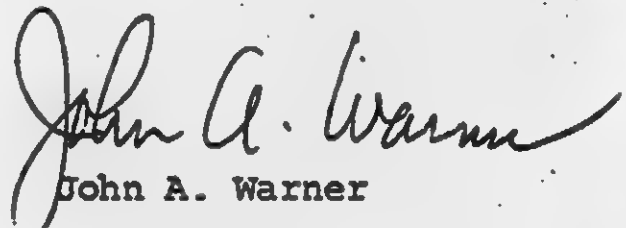
Donald Tomlin, Badge No. U-576, was promoted from Pattern Repairman "C" to Pattern Repairman "B" in the Pattern Shop.

Paul Walker, Badge No. V-560, was promoted from Laborer to Fork Truck Operator "B" at the Pallet Conveyor.

John Ward, Badge No. V-752, was promoted from Laborer to Pipe Reamer Operator in the North Plant Millroom.

Jesse Yzaquirre, Badge No. Y-640, was promoted from Pipe Stacker "A" to Pipe Loader & Unloader in the North Plant Millroom.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(ee)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 5-7-66. A pat on the back to each of you.

Wes Bennett, Badge No. 1-837, was promoted from Laborer to Muller Operator helper in the Core Room.

Franklin Berry, Badge No. 1-952, was promoted from Laborer to Fork Truck Operator "B" at the Pallet Conveyor.

Charlie Brooks, Badge No. 3-047, was promoted from Laborer to Pipe Stacker "A" in the North Plant Millroom.

Glenn Faye Broughton, Badge No. 3-050, was promoted from Laborer to Belt Power Operator at the Pallet Conveyor.

Ray Colby, Badge No. 5-060, was promoted from Industrial Equipment Mechanic "B" to Automotive Mechanic "A" at the Garage.

Art Creech, Badge No. 5-825, was promoted from Laborer to Core Maker at the Pallet Conveyor.

Charles Fomby, Badge No. 8-741, was promoted from Fittings Order Assembler "B" to Fittings Order Assembler "A" in South Plant Shipping.

Frederick Gray, Jr., Badge No. A-620, was promoted from Laborer to Mold Dump Operator at the Pallet Conveyor.

W.P. Mahomes, Badge No. H-006, was promoted from Casting Transfer Man to Core Setter at the Pallet Conveyor.

Ray Manass, Badge No. H-178, was promoted from Core Maker "C" to Muller Operator in the Core Room.

Bert Mims, Badge No. K-197, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in North Plant Maintenance.

Bill Nelson, Badge No. L-337, was promoted from Extra Labor to Castings Transfer Man at the Mechanical Pipe Unit.

Gurn Powers, Badge No. M-610, was promoted from Parts Man to Maintenance Mechanic "B" in North Plant Maintenance.

Regil Sellers, Badge No. P-925, was promoted from Machinist "C" to Leadman in the Pipe Fabrication Shop.

Brett Singer, Badge No. R-426, was promoted from Relief Operator to Hand Finisher "B" in the Fitting Mold Production Shop.

James Smith, Badge No. R-752, was promoted from Laborer to Iron Transfer Helper in Permanent Mold 10' Pipe.

Leonard Smith, Badge No. S-080, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in North Plant Maintenance.

Leroy Stevens, Badge No. S-869, was promoted from Pipe Stacker "A" to Pipe Weigher in the North Plant Millroom.

William Streety, Badge No. T-190, was promoted from Utility Man to Buffer & Polisher in Production-Finishing.

Fred Vaughns, Badge No. U-982, was promoted from Laborer to Binders Off Man at the Pallet Conveyor.

Darrell Wood, Badge No. X-913, was promoted from Laborer to Core Finisher at the Core Room.

Leonard Woods, Badge No. Y-017, was promoted from Shipping Laborer to Fittings Order Assembler-Helper in South Plant Shipping.

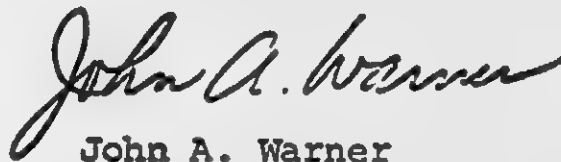
James Allen, Badge No. O-283, was promoted from Mold Pull-Up Man to Pattern Changer & Rigger in Overhead Sand.

Bill Gregory, Badge No. A-846, was promoted from Welder Millwright "A" to Welder Millwright Leadman in the Construction Shop.

Oscar Coleman, Badge No. S-098, was promoted from Binders Off Man to Bind On Man at the Pallet Conveyor.

Clarence R. Walters, Badge No. V-700, was promoted from Pattern Maker "D" to Electrician "C" in the Electrical Shop.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(f)]

CONGRATULATIONS

following Tyler Pipe employees were promoted to a higher job grade during the week ending 5-14-66. A pat on the back to each of you.

Bert Barker, Badge No. 1-348, was promoted from Finished Product Storage Worker to Fork Truck Operator "B" in North Plant Shipping.

Nie Burnett, Badge No. 3-489, was promoted from Laborer to Arbor Hauler on the Pallet Conveyor.

Caldwell, Badge No. 4-048, was promoted from Iron Transfer Man to Slinger Operator at the Slinger 456 Pipe Unit.

George Choice, Badge No. 4-580, was promoted from Casting Cleaner & Thread Indicator to Single Spindle Drill Press Operator "B" in Production-Finishing.

Bill Cobb, Badge No. 4-928, was promoted from Iron Transfer Man to Core Setter at the Permanent Mold 10' Pipe Unit.

La Darden, Badge No. 6-268, was promoted from Casting Cleaner & Thread Indicator to Single Spindle Drill Press Operator "B" in Production-Finishing.

Tom Davis, Jr., Badge No. 6-413, was promoted from Shipping Laborer to Bundle Bundler in North Plant Shipping.

Edward Dougherty, Badge No. 7-297, was promoted from Shipping Laborer to Fittings Order Assembler-Helper in South Plant Shipping.

Ernest Flournoy, Jr., Badge No. 8-709, was promoted from Pipe Tester to Finisher "C" in Fusing Machine-Finishing.

Al Fout, Badge No. 9-143, was promoted from Shipping Laborer to Fittings Order Assembler-Helper in the South Plant Shipping.

Field Gamble, Badge No. 9-733, was promoted from Laborer to Board Hauler on the Pallet Conveyor.

Gold Hall, Badge No. B-073, was promoted from Fittings Order Assembler-Helper to Fork Truck Operator "A" in South Plant Shipping.

Win Hampton, Badge No. B-330, was promoted from Core Setter to Extractor Operator at the Permanent Mold 10' Pipe.

Hollingsworth, Badge No. C-704, was promoted from Fittings Order Assembler-Helper to Fittings Order Assembler "B" in North Plant Shipping.

Thomas Hunter, Badge No. D-214, was promoted from Pattern Maker "D" to Pattern Maker "C" at the Pattern Shop.

Jessie Linton, Badge No. G-555, was promoted from Casting Cleaner & Thread Lubricator to Single Spindle Drill Press Operator "B" in Production-Finishing.

George Milton, Badge No. K-189, was promoted from Shipping Laborer to Fittings Order Assembler "B" in North Plant Shipping.

Ethel Morgan, Badge No. K-675, was promoted from Casting Cleaner & Thread Lubricator to Single Spindle Drill Press Operator "B" in Production-Finishing.

Antonio Moya, Jr., Badge No. K-928, was promoted from Laborer to Pipe Stack "A" in the North Plant Millroom.

Ernest Mullican, Badge No. L-020, was promoted from Utility Man to Permanent Mold Machine Operator "C" at the Fitting Mold Production Shop.

James Perry, Badge No. M-138, was promoted from Shell Core Machine Tender to Shell Core Machine Operator at the Shell Fitting Core Machines.

Linda Phillips, Badge No. M-236, was promoted from Casting Cleaner & Thread Lubricator to Single Spindle Drill Press Operator "B" in Production-Finishing.

Nadine Prichard, Badge No. M-810, was promoted from Casting Cleaner & Thread Lubricator to Single Spindle Drill Press Operator "B" in Production-Finishing.

James Russell, Jr., Badge No. P-269, was promoted from Laborer to Shell Core Machine Tender at the Shell Fittings Core Machines.

Lynn Sinclair, Badge No. R-425, was promoted from Utility Man to Buffer & Polisher in Production-Finishing.

David Stripling, Badge No. T-208, was promoted from Shell Core Machine Tender to Shell Core Machine Operator at the Shell Fittings Core Machines.

Barbara Ruth Stubblefield, Badge No. T-238, was promoted from Laborer to Core Cutter & Inspector at the Shell Hub Core Machines.

Walter Earl Tennyson, Badge No. T-803, was promoted from Laborer to Arbor Hauler at the Pallet Conveyor.

Bonnie Townsend, Badge No. U-682, was promoted from Casting Cleaner & Thread Lubricator to Single Spindle Drill Press Operator "B" in Production-Finishing.

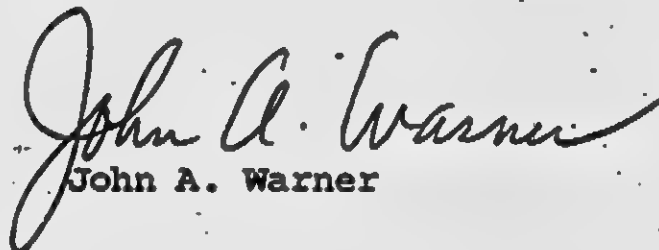
Berry Warren, Badge No. V-791, was promoted from Casting Cleaner & Thread Lubricator to Single Spindle Drill Press Operator "B" in Production-Finishing.

Agnes Williams, Badge No. W-985, was promoted from Casting Cleaner & Thread Lubricator to Single Spindle Drill Press Operator "B" in Production-Finishing.

Roy Wilson, Badge No. X-802, was promoted from Laborer to Board Hauler at the Pallet Conveyor.

Ray Long, Badge No. G-635, was promoted from Relief Man to Iron Pourer at the Double Station Split Mold Unit.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(gg)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 5-21-66. A pat on the back to each of you.

Barbara Black, Badge No. 2-127, was promoted from Laborer to Core-Finisher-Helper in the Core Room.

Elie Campbell, Badge No. 4-178, was promoted from Pattern Maker "D" to Pattern Maker "C" at the Pattern Shop.

Elie Choice, Badge No. 4-590, was promoted from Laborer to Core Finisher-Helper in the Core Room.

Marilio Cortez, Badge No. 5-634, was promoted from Laborer to Shell Core Machine Tender at the Core Room.

Roman Evans, Badge No. 8-099, was promoted from Machinist "B" to Machinist at the Machine Shop.

Ernest Grismore, Badge No. A-975, was promoted from Laborer to Binders Off at the Pallet Conveyor.

James Hall, Badge No. B-078, was promoted from Laborer to Binders Off Man at the Pallet Conveyor.

James Hunter, Badge No. D-209, was promoted from Laborer to Chipper Inspector at the North Plant Millroom.

Neal Leadon, Badge No. G-246, was promoted from Laborer to Special Grinder at the North Plant Millroom.

Elkie Hendley, Badge No. C-141, was promoted from Laborer to Core Finisher-Helper in the Core Room.

Ray Leonard, Badge No. G-475, was promoted from Core Cutter & Inspector Muller Operator-Helper in the Shell Core Sand System.

Sherine Lyons, Badge No. G-924, was promoted from Laborer to Core Finisher-Helper in the Core Room.

Robert Prather, Badge No. M-650, was promoted from Core Cutter & Inspector Gas Oven Tender in the Core Room.

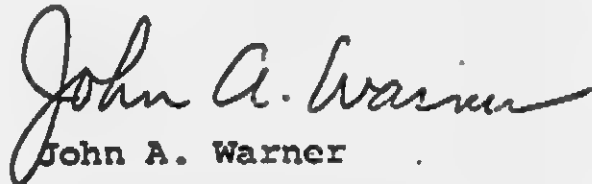
Garry Stroman, Badge No. T-220, was promoted from Core Maker "A" to Core Room Leadman in the Core Room.

John Ray Thompson, Badge No. U-072, was promoted from Pattern Maker "C" to Pattern Maker "B" in the Pattern Shop.

Lewis Thompson, Badge No. U-208, was promoted from Laborer to Utility Man in the Cement Lining Room.

Allen White, Badge No. W-666, was promoted from Pipe Stenciler to Fittings Dipper in the South Plant Millroom.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(hh)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 5-28-66. A pat on the back to each of you.

Narvle Cain, Badge No. 3-865, was promoted from Maintenance Mechanic "C" to Maintenance Mechanic "B" in North Plant Maintenance.

Lawrence Crow, Badge No. 5-913, was promoted from Maintenance Mechanic "A" to Maintenance Leadman in North Plant Maintenance.

Joe Dunlap, Badge No. 7-461, was promoted from Laborer to Shake Out Man in the Permanent Mold Stands-Soil Fittings.

Lee Ray Ferguson, Badge No. 8-370, was promoted from Core Maker "B" to Core Maker "A" in the Core Room.

Leora Franklin, Badge No. 9-178, was promoted from Laborer to Core Cutter & Inspector in the Core Room.

William Glasscock, Badge No. A-345, was promoted from Shell Core Machine Tender to Core Maker "B" in the Core Room.

W. M. Hackney, Badge No. B-052, was promoted from Weight & Binder Changer to Shake Out Man in Overhead Sand.

Alvin Hodges, Badge No. C-607, was promoted from Utility Man to Finishing Grinder "A" in Production-Finishing.

John Holloway, Badge No. C-715, was promoted from Maintenance Mechanic "B" to Maintenance Mechanic "A" in South Plant Maintenance.

Jesse Richard, Badge No. N-210, was promoted from Weights Off Man to Pattern Repairman "C" in the Pattern Shop.

Eli Ronn, Badge No. N-743, was promoted from Mobile Crane Operator to Dock and Loading Leadman in North Plant Shipping.

James Stephenson, Badge No. S-841, was promoted from Laborer to Cupola Charger at the South Plant Cupola.

Edwin Stockton, Badge No. T-116, was promoted from Electrician "C" to Electrician "B" in North Plant Maintenance.

James Whitlock, Badge No. W-771, was promoted from Arbor Tightner to Shake Out Man at the Pallet Conveyor.

Herman Williams, Badge No. X-078, was promoted from Laborer to Castings Transfer Man in the Permanent Mold 5' Pipe Unit.

Betty Jo Dollar, Badge No. 7-214, was promoted from Laborer to Core Finisher Helper in the Core Room.

Barbara Ward, Badge No. V-737, was promoted from Laborer to Core Scraper at the Permanent Mold Wheels.

Freddie Hill, Badge No. C-464, was promoted from Laborer to Core Scraper at the Permanent Mold Wheels.


Elizabeth Swindle, Badge No. T-376, was promoted from Laborer to Core Scraper at the Permanent Mold Wheels.

Willie Hampton, Badge No. B-381, was promoted from Unloader & Counter to Fork Truck Operator "B" in the South Plant Millroom.

James Wickware, Badge No. W-821, was promoted from Laborer to Spray Mix Transfer Man at the Permanent Mold Spray Mix.

Jessie Holmes, Badge No. C-479, was promoted from Hub Grinder to Scrap Inspector and Relief Man-Pipe Process Conveyor Line in the North Plant Millroom.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(ii)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 6-4-66. A pat on the back to each of you.

Mary Bolton, Badge No. 2-393, was promoted from Laborer to Belt Plow Operator at the Pallet Conveyor.

Equilla Burist, Badge No., 3-516, was promoted from Unloader & Counter to Shakeout Man in the Permanent Mold Stands-Utilities.

William Crear, Jr., Badge No. 5-815, was promoted from Laborer to Shell Core Machine Operator at the Shell Hub Core Machines.

Larry Davis, Badge No. 6-530, was promoted from Maintenance Mechanic "C" to Maintenance Mechanic "B" in North Plant Maintenance.

Joe Dotson, Badge No. 7-283, was promoted from Shipping Laborer to Truck Hostler in North Plant Shipping.

Lucy Foster, Badge No. 9-133, was promoted from Laborer to Casting Sand Remover in the North Plant Millroom.

Randall Hales, Badge No. B-060, was promoted from Equipment Operator "B" to Equipment Operator "A" in Clean-Up and Unloading.

Harold Jackson, Badge No. D-663, was promoted from Laborer to Equipment Changer "B" at the Pallet Conveyor.

Freddie Johnson, Badge No. E-435, was promoted from Cupola Charger to Mobile Magnet & Bridge Crane Operator at the South Plant Cupola.

Maurice Jones, Badge No. F-026, was promoted from Shipping Laborer to Dock and Loading Leadman in the North Plant Shipping Area.

Willie Jones, Badge No. F-422, was promoted from Fittings Order Assembler Helper to Dock & Loading Leadman in the North Plant Shipping Area.

Willie Lane, Badge No. G-090, was promoted from Chipper Inspector to Stationary Grinder in the South Plant Millroom.

Dalton Lawrence, Badge No. G-232, was promoted from Pattern Maker "B" to Pattern Maker "A" in the Pattern Shop.

David McCoy, Badge No. J-192, was promoted from Fittings Order Assembler "B" to Fittings Order Assembler "A" in North Plant Shipping.

Gary Lee Moore, Badge No. K-564, was promoted from Turret Lathe Operator "B" to Turret Lathe Operator "A" in Production-Finishing.

James Morrison, Badge No. K-831, was promoted from Laborer to Arbor Hauler at the Pallet Conveyor.

Lowie Perryman, Badge No. M-136, was promoted from Utility Man to Finishing Grinder "A" in Production-Finishing.

Charlie Shaw, Badge No. R-071, was promoted from Laborer to Iron Transfer Man in the Permanent Mold-10' Pipe Unit.

James Stoker, Badge No. T-120, was promoted from Equipment Operator "B" to Equipment Operator "A" in Clean-Up & Unloading.

Paul Tomlin, Badge No. U-575, was promoted from Laborer to Utility Man in Production-Finishing.

Maria Villanueva, Badge No. V-113, was promoted from Castings Cleaner & Lead Lubricator to Single Spindle Drill Press Operator "B" in Production-Finishing.

Dendora Wilson, Badge No. X-763, was promoted from Castings Cleaner & Lead Lubricator to Finishing Grinder "B" in Production-Finishing.

Eston Youman, Badge No. Y-421, was promoted from Shipping Laborer to Castings Order Assembler-Helper in North Plant Shipping.

Ma Bush, Badge No. 3-666, was promoted from Laborer to Core Finisher-Helper in the Core Room.

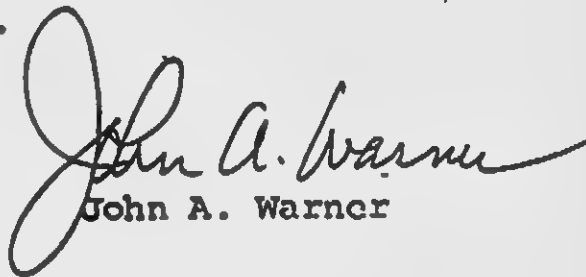
Bettie Hicks, Badge No. C-362, was promoted from Laborer to Core Finisher-Helper in the Core Room.

Ericia Morgan, Badge No. K-698, was promoted from Laborer to Core Finisher-Helper in the Core Room.

Elaine Scott, Badge No. P-725, was promoted from Laborer to Core Cutter & Inspector in the Core Room.

Gene Hines, Badge No. C-497, was promoted from Leadman to Core Maker at the Pallet Conveyor.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(j)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 6-11-66. A pat on the back to each of you.

Abian Arteaga, Badge No. 0-708, was promoted from Laborer to Pipe Loader Unloader in the North Plant Millroom.

Ernanio Arteaga, Badge No. 0-709, was promoted from Laborer to Pipe Reamer Operator in the North Plant Millroom.

Art Carson, Badge No. 4-211, was promoted from Laborer to Products Tester in the Laboratory.

Steve Dewberry, Badge No. 6-864, was promoted from Maintenance Mechanic "A" to Maintenance Mechanic "B" in North Plant Maintenance.

Edw Eitson, Badge No. 7-744, was promoted from Fittings Order Assembler "B" to Drain Order Assembler & Inspector "A" in the Wade Warehouse.

Idie Horton, Badge No. C-959, was promoted from General Clean-Up to Chipper Inspector in the North Plant Millroom.

Abbie Mae Johnson, Badge No. D-973, was promoted from Laborer to Hub Grinder in the North Plant Millroom.

Charlie Love, Badge No. G-700, was promoted from Truck Hostler to Mobile Crane Operator in the Pipe Shipping Area.

Ellie Pinkney, Badge No. M-363, was promoted from General Clean Up to Hub Grinder in the North Plant Millroom.

Douglas Reese, Jr., Badge No. N-099, was promoted from Laborer to Shell Core Machine Tender at the Core Room.

Dorcy Singleton, Badge No. R-428, was promoted from Laborer to Hub Cleaner in the North Plant Millroom.

Walter Tucker, Jr., Badge No. U-769, was promoted from Pit Cleaner to Servicer in the Permanent Mold Wheels.

Wynne Walker, Badge No. V-446, was promoted from Fork Truck Operator "B" to Mobile Magnet & Bridge Crane Operator at the North Plant Cupola.

Wma Wiggins, Badge No. W-847, was promoted from Castings Cleaner & Thread Fabricator to Single Spindle Drill Press Operator "B" in Production-Finishing.

Willie Wilborn, Badge No. W-859, was promoted from Laborer to Pit Cleaner at the Permanent Mold Wheels.

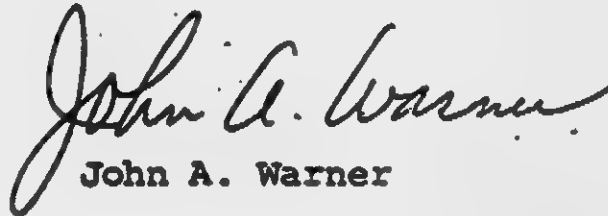
Arthur Williams, Badge No. X-215, was promoted from Laborer to Fork Truck Operator "B" at the Pig Machine.

Roy Harold Wilson, Badge No. X-802, was promoted from Board Hauler to Binder Set-Up & Repairman at the Pallet Conveyor.

Homer Worsham, Badge No. Y-082, was promoted from Laborer to Gate Knocker at the Permanent Mold Wheels.

Jeanne Walton, Badge No. V-714, was promoted from Equipment Changer "B" to Core Maker at the Pallet Conveyor.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 29(kk)]

CONGRATULATIONS

The following Tyler Pipe employees were promoted to a higher job grade during the week ending 6-18-66. A pat on the back to each of you.

Danis Blackburn, Badge No. 2-161, was promoted from Service Man to Automotive Mechanic "C" in the Garage.

J. W. Breedlove, Badge No. 2-881, was promoted from Automotive Mechanic Helper to Automotive Mechanic "C" in the Garage.

Leonard Christian, Badge No. 4-542, was promoted from Inspector to Leadman in the South Plant Millroom.

Clifford Edgar, Badge No. 7-659, was promoted from Automotive Mechanic "C" to Industrial Equipment Mechanic "B" in the Garage.

Garfield Gamble, Badge No. 9-733, was promoted from Board Hauler to Mold Dumper at the Pallet Conveyor.

Manzell Gordon, Badge No. A-489, was promoted from Laborer to Shell Core Machine Operator at the Shell Hub Core Machines.

Clifford Lane, Badge No. G-080, was promoted from Automotive Mechanic "C" to Automotive Mechanic "B" in the Garage.

Nelson Mass, Badge No. H-622, was promoted from Iron Transfer Man to Iron Pourer at the Pallet Conveyor.

W. A. McGee, Badge No. J485, was promoted from Laborer to Weights Off Man at the Pallet Conveyor.

Richard Mears, Badge No. J-884, was promoted from Automotive Mechanic Helper to Automotive Mechanic "C" in the Garage.

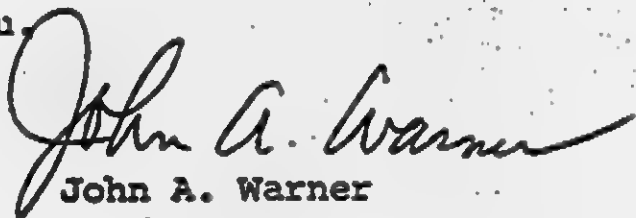
C. W. Perryman, Badge No. M-136, was promoted from Finishing Grinder "A" to Tub Grinder in Production Finishing.

Richard Printers, Badge No. M-872, was promoted from Arbor Hauler to Iron Transfer Man at the Pallet Conveyor.

Geddie Cane, Jr., Badge No. 4-193, was promoted from Arbor Tightener to Equipment Changer "B" at the Pallet Conveyor.

Ronnie G. Hargrove, Badge No. B-453, was promoted from Dry Sand Core Hauler to Core Maker at the Pallet Conveyor.

Again congratulations to each of you.


John A. Warner

[G.C.EX. 32]

IS EMPLOYMENT COMMISSION - AUSTIN

NOTICE OF CLAIM DETERMINATION

LOCAL OFFICE 1061 INITIAL CLAIM DATE 08-22-66 CONTROL DATE 08-23-66 SOCIAL SECURITY ACCOUNT NUMBER 636-52-1673

CLAIMANT'S NAME

FRANK H. LOVE
ROUTE 6 BOX 101 A
TYLER TX 75701

098
MAILING ADDRESS

IMPORTANT

THIS DETERMINATION BECOMES FINAL 12 DAYS AFTER THE DATE MAILED (SHOWN BELOW) UNLESS APPEALED BY CLAIMANT OR EMPLOYER.

SEE REVERSE SIDE

DETERMINATION OF CLAIMANT'S BENEFIT RIGHTS

- ☐ YOU MEET THE ELIGIBILITY REQUIREMENTS OF SECTION 4(a) and (d) OF THE ACT.
- ☐ YOU ARE NOT DISQUALIFIED FOR BENEFITS UNDER SECTION 5(a) or (b) OF THE ACT.
- ☐ YOU ARE NOT ELIGIBLE TO RECEIVE BENEFITS FOR THE PERIOD FROM _____ THRU _____
- ☒ YOU ARE DISQUALIFIED FOR BENEFITS FOR THE 6 BENEFIT PERIOD(S) BEGINNING 8-22-66
AND ENDING 10-2-66 AMOUNTING TO \$ 222.00 WHICH LEAVES \$ 75.00
IN BENEFITS REMAINING IN YOUR CURRENT BENEFIT YEAR.

You voluntarily left your last work when you walked off of the job with a group of workers after the foreman refused permission for the group to go to the supervisor and protest changes in the work schedule. Your reason for leaving your work was not good cause.

DETERMINATION OF EMPLOYER'S BENEFIT WAGES

NOTICE TO EMPLOYER: IF YOU REPORTED WAGES TO THE TEXAS EMPLOYMENT COMMISSION FOR THE CLAIMANT DURING THE BASE PERIOD OF HIS CLAIM, CHECKED BELOW IS THE DETERMINATION MADE IN REGARD TO YOUR ACCOUNT:

- ☒ THERE WILL BE NO CHARGEBACK TO YOUR ACCOUNT AS A RESULT OF THIS CLAIM.
- ☐ IF THE CLAIMANT IS PAID ANY UNEMPLOYMENT BENEFITS DURING HIS BENEFIT YEAR, THE WAGES YOU PAID HIM DURING HIS BASE PERIOD WILL BE CHARGED BACK TO YOUR ACCOUNT AS BENEFIT WAGES.

EMPLOYER'S
NAME

ACCT. NO. 005,692
Tyler Pipe and Foundry
Tyler, Texas

9-15-66
Date Mailed

MAILING
ADDRESS

[Signature]
Commission Representative

[G.C.EX. 34]

In the Name and by the Authority of the State of Texas

THE GRAND JURORS, duly selected, organized, sworn and impaneled as such for the County of Smith
State of Texas at the January Term, 19 65

of the 7th District Court for said County, a quorum thereof being present, upon their oaths present in and to said Court that on or about the 30th day of May A. D. 19 65, and anterior to the presentment of this Indictment, in the County and State aforesaid CLANCE (JOS) CURLEY

did, then and there unlawfully, voluntarily and with malice aforethought, kill
ke Young, Jr., by then and there shooting him with a gun;
against the peace and dignity of the State.

/s/ Hubert Tunnell

Foreman of the Grand Jury.

THE STATE OF TEXAS

County of SmithPHILIP L. DIBERT, Clerk

of the 7th District Court of Smith County, Texas, do hereby certify that the within
 and foregoing is a true and correct copy of the original Bill of Indictment, filed in said Court on the 24th day
 of June, A. D. 1965, in Cause No. 17,341, styled The State of Texas
 vs. CLANCE CURLEY

Given under my hand and seal of said Court, at office in Tyler, Texas this
23rd day of January, A. D. 1967

PHILIP L. DIBERT, Clerk
 By Cecile Wells, Deputy
 Cecile Wells

NAMES OF WITNESSES:

J. L. TATUM, 809 S. Hurt
Jimmie Smith, Rt. 1, Box 198
Flint
Minnie Jacobs, 800 W. Cochran
Larry Cicero, Rt. 8, Box 95
Ennie Waters, 1020 Crosby St.
Roland Cicero, 2321 N. Glass
S. L. Ross, 1010 S. Crosby
A. F. McElroy, TPD.
Bill McMillion, TPD.
Joe Elliott, TPD.
Freddie M. Brown, % Southern
Funeral Home, Henderson
Alonzo Moss, % Pierce-Moss
Funeral Home

B 12—Indictment—Class 4.—Art. 396, C. C. P.

No. _____

THE STATE OF TEXAS

Vs.

CLANCE (JOE) CURLEY

INDICTMENT

OFFENSE

Murder with MaliceW. F. Coats, Jr. Attorney

TRUE BILL

12/12/65 Richard J. J. J.
 Foreman of Grand Jury.

resented in open court by the Grand Jury, a quorum
 thereof being present, and filed the 24th

of June 1965
Philip L. Dibert
 Clerk District Court.

12/12/65 Richard J. J. J.
 Deputy

Amount of Bail, \$ _____

[G.C.EX. 37(a)]

HUB RE DEPARTMENT - SHIFT SCHEDULE
(IMMEDIATELY PRIOR TO AUGUST 5, 1966)

<u>NAME</u>	<u>SHIFT</u>	<u>JOB</u>
M. DORSEY	1ST SHIFT	LEADMAN
B.T. HOLMAN	2ND SHIFT	OPERATOR
J.W. HARGEST	3RD SHIFT	OPERATOR
B.J. KENNEDY	1ST SHIFT	OPERATOR
R. SPENSER	2ND SHIFT	OPERATOR
M. GORDON	3RD SHIFT	OPERATOR
M.L. FORD	1ST SHIFT	LABORER
A.M. GORDON	3RD SHIFT	LABORER
S.J. ARTEAGA	2ND SHIFT	LABORER
A. ARTEAGA	2ND SHIFT	LABORER
F. DORSEY	1ST SHIFT	LABORER
C. WARD	1ST SHIFT	OPERATOR
L.M. CLAY	3RD SHIFT	OPERATOR
R. JONES	2ND SHIFT	OPERATOR
G. PARKER	2ND SHIFT	LABORER
E.M. CAMPBELL	3RD SHIFT	LABORER
E. J. DIXON	3RD SHIFT	LABORER
F.W. LOVE	3RD SHIFT	OPERATOR
O. GORDON	3RD SHIFT	LABORER
L.L. ERVIN	1ST SHIFT	LABORER

<u>NAME</u>	<u>SHIFT</u>	<u>JOB</u>
G. LEE	1ST SHIFT	OPERATOR
V. SMITH	1ST SHIFT	OPERATOR
M.C. WARREN	2ND SHIFT	OPERATOR
W. CREAR	2ND SHIFT	OPERATOR
J.E. COLE	2ND SHIFT	OPERATOR
L.W. EDWARDS	2ND SHIFT	LABORER
L.L. ALLEN	1ST SHIFT	LABORER
M. MOSLEY	1ST SHIFT	LABORER
W.T. DENNIS	1ST SHIFT	TRUCK LIFT
A. SPENSER	2ND SHIFT	TRUCK LIFT
A. SMITH, JR. ROGERS	2ND SHIFT	OPERATOR
M. ROBERTS	3RD SHIFT	TRUCK LIFT
M. LOCKETT	3RD SHIFT	OPERATOR
D. ROBERTS	3RD SHIFT	OPERATOR
W.E. HARPER	3RD SHIFT	LEADMAN
N. LOTHBRIDGE	2ND SHIFT	LABORER
V.V. TUCKER	1ST SHIFT	OPERATOR
RILEY F.M. ROGERS	2ND SHIFT	LABORER
A. GRIFFIN	1ST SHIFT	OPERATOR
L. DEWBERRY	2ND SHIFT	LEADMAN
B.G. DORSEY	1ST SHIFT	OPERATOR
J.R. LEMONS	1ST SHIFT	LABORER
L.L. WILLIS	3RD SHIFT	LABORER
D. HOWARD	3RD SHIFT	OPERATOR
✓ F. JOHNSON	3RD SHIFT	LABORER

[G.C.EX. 37(b)]

EMPLOYEES ON THIRD SHIFT HUB CORE DEPARTMENT
WHO WORKED OR WERE SCHEDULED TO WORK 10:00 P.M.,
AUGUST 4, 1966 - 6:00 A.M., FRIDAY, AUGUST 5, 1966.

E.M. CAMPBELL	- LABORER -	ALL THIRD SHIFT
CLAY	- OPERATOR	
DIXON	- LABORER	
A.M. GORDON	- LABORER	
M. GORDON	- OPERATOR	
O.R. GORDON	- LABORER	
J.W. HARGEST	- OPERATOR	
W.E. HATFER (ABSENT)	- LEADMAN	
D. HOWARD	- OPERATOR	
F. JOHNSON	- LABORER	
M. LOCKETT	- OPERATOR	
LOVE	- OPERATOR	
D. ROBERTS	- OPERATOR	
M. ROGERS	- TRUCK LIFT	

[G.C.EX. 37(c)]

HUB CORE DEPARTMENT EMPLOYEES WHO
WORKED AUGUST ⁵ 4, 1966, 10:00 P.M. TO
AUGUST ⁶ 5, 1966, 6:00 A.M.

M. ROGERS - TRUCK LIFT - 3RD SHIFT
FIRST DAY THAT EMPLOYEES ON 3RD SHIFT
IN HUB CORE DEPARTMENT WHO WERE
ABSENT AUGUST 5, 1966, 10:00 P.M. - AUGUST

⁶
8, 1966 WORKED THEREAFTER.

M. LOCKETT - MONDAY, AUGUST 8, 1966 - OPERATOR - 2ND SHIFT
 A.M. GORDON - MONDAY, AUGUST 8, 1966 - LABORER - 2ND SHIFT
 O.R. GORDON - TUESDAY, AUGUST 9, 1966 - LABORER - 2ND SHIFT
 W.E. HARTER - SUNDAY, AUGUST 7, 1966 - OPERATOR - 2ND SHIFT
 D. ROBERTS - MONDAY, AUGUST 8, 1966 - OPERATOR - 2ND SHIFT
 M. GORDON - ~~MONDAY, AUGUST 8, 1966~~
~~SUNDAY, AUGUST 7, 1966~~ - RELIEF OPERATOR - 2ND SHIFT

[G.C.EX. 37(d)]

HUB CORE DEPARTMENT EMPLOYEES
 WHO WORKED 6:00 P.M., AUGUST ⁷ 1966 -
 4:00 A.M., AUGUST 8, 1966.

L. DEWBERRY - LEADMAN - ALL SECOND SHIFT
 B.T. HOLMAN - OPERATOR
 R. JONES - RELIEF OPERATOR
 N. LOTHERIDGE - LABORER
 G. PARKER - LABORER
 F.M. RILEY - LABORER
 R. SPENSER - OPERATOR
 E.M. CAMPBELL - LABORER
 W.E. HARTER - OPERATOR
 M. ROGERS - TRUCK LIFT

[G.C.EX. 38(a)]

PERSONNEL RECORD	SERVICE DATE	AGE AT EMPL.	YRS. OF SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	RET
HENDERSON, TEXAS				PHONE 72-2401																									
ADDRESS				PHONE																									
ADDRESS				PHONE																									
EDUCATION	NAME AND LOCATION OF SCHOOL													CIRCLE LAST GRADE COMPLETED				YEAR	DEGREES OR HONORS REC'D										
PRIMAR														1 2 3 4 5 6 7 8				XXXX											
	Carlisle High													1 2 3 4				1957											
	Kilgore Jr. College Machine Shop													1 2 3 4 5 6															

38(A)

AL QUALIFICATIONS, SKILLS, AND INTERESTS				DATE	TEST	PCT	DATE	TEST	PCT
HOME <input type="checkbox"/> RENT <input type="checkbox"/> BOARD <input type="checkbox"/> LIVE W <input checked="" type="checkbox"/> PARENTS <input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> WID. <input type="checkbox"/> DIV. <input type="checkbox"/> SEP.				WIFE OR HUSBAND'S NAME					
EXAM DATE				OK FOR <input type="checkbox"/> LT <input type="checkbox"/> MED <input type="checkbox"/> HEAVY		HT. 5'11 WT. 145 LBS.		DATE ON RES. GP.	

[G.C.EX. 38(b)]

STATUS CHANGE NOTICE

Last Name	First Name	Middle Name	Sex	Badge No.	Code	Effective Date	
Arnold	R.	G.	M	0-685	1	3-6-1966	
Shift	Dept. No.	Work Unit	Job No.	Grade	Rate	Step	Cost Center No.
From 1		Mold Boring Shop	127	6	1.95	J+	6013
To 1		Machine Shop	133	4	2.03	B	6012
EXPLANATION OF CODES							
(1) Promotion				8 Mutual Agreement			
2 Transfer				9 Reorganization			
3 Being to Job Rate				10 Reclassification			
4 Transfer Between Payrolls				11 Other (Please write in)			
5 Leave of Absence							
6 Being to Mark Rate							
7 Shift Change							
First Approval				Final Approval			
Date 2-28-66				Date			
Second Approval				Wage & Salary Approval			
Date 2-28-66				Date			

38(B)

1. PERSONNEL RECORDS - WHITE
2. DATA PROCESSING - GOLDENROD

3. TIMEKEEPING - PINK
4. SUPERVISOR - YELLOW

[G.C.EX. 38(c)]

EXPERIENCE BEFORE COMING WITH TYLER PIPE

DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASONS
1959	1962	W.M. Products, Henderson, Tex.	Shipping Clerk	1.25	Lay off
1958	1958	Brown & Root, Houston, Tex.	Helper (general labor)	1.50	Lay off

EMPLOYMENT HISTORY

EFFECTIVE DATE	CODE	DEPT.	CLASSIFICATION	GRADE	RANGE	PRESENT SALARY	STEP	E OR NE	REMARKS
1-27-60		2	Apprentice Welder	1		1.67	T		
3-1-60		3805	" " " 132	8		1.72	5+		6
8-2-64		3805	Marlinist C. 127	6		1.75	6		1
9-13-64		3805	" " " 127	4		1.84	J		3
11-1-64	127	6013	" " "	6		1.84	J		2
2-14-65	127	6013	" " "	6		1.90	J		general
4-11-65	127	6013	" " "	6		1.95	5+		6
3-6-66	127	6012	Marlinist "R"	4		2.02	B		1
6-5-66	133	6012	" " "	4		2.14	J		3
6-12-66	133	6012	" " "	4		2.20	J		11 days

NATIONAL LABOR RELATIONS BOARD

Backet No. _____ OFFICIAL SYMBOL NO. _____

Identified _____

Disposition _____

Reported _____

In the matter of _____

Date 1-24-39 _____

 REASON CODE: E-EMPLOY. a. Pages T-TRANSFER H-MERIT INCREASE TH-TRSF. FROM HRLY. Q-QUIT
 P-PROMOTION R-RECLASSIFY A-ADJUST. INCREASE LA-LEAVE OF ABSENCE D-DISCHARGE

CLOCK No. _____ DEPT. _____ DATE OF BIRTH 1-24-39 SS No. 453-62-8485

ID No.
685NAME
Arnold, Rade Graham

JAN FEB MAR APL MAY JNE JULY AUG SEP OCT NOV

[G.C.EX. 38(d)]

HOURLY JOB RATING

VISION Plant Engineering
 DEPARTMENT Machine Shop
 SECTION _____
 UNIT _____

JOB CODE 133
 OCC. CODE _____
 GRADE 4
 DATE (7-17-62) Revised 11-12-65
 ANALYST Bill Allen

NAME Machinist "B"

DESCRIPTION OF DUTIES

GENERAL FUNCTION: To set up and operate standard machine tools on construction and repair of diversified machined parts.

DUTIES:

1. Set up and operate a variety of machine tools such as, boring mills, surface grinders, engine lathes, or milling machines in the construction of machine parts, tools, gauges, jigs, fixtures and dies. Also plans and lays out simple work. Receives instructions from foreman and makes adjustment due to limitation of machine in order to determine speed, feeds, and depth of cut.
2. Checks work during operation.
3. Dresses tools as needed using proper coolant.
4. Keeps work area and equipment clean and orderly.
5. Performs other miscellaneous duties as required.

Supd. 6-1-19-66
Paul L. H.
1-14-66

DATE
LAST AUDIT

METHOD OF PAYMENT



HOURLY



INCENTIVE



PIECE WORK

JOB NAME

Machinist "B"

JOB CODE

133

TOTAL POINTS

EDUCATION	Requires the use of fairly complicated drawings, advanced shop mathematics, and a variety of precision measuring instruments. Some trade knowledge. High school education or equivalent plus short terms trade training.
EXPERIENCE	3 - 4 years related experience.
INITIATIVE AND INGENUITY	Requires the ability to plan and perform a sequence of operations where a standard method of operations is available and makes general decisions involving quality tolerances, operation and set up.
PHYSICAL DEMAND	Light physical demand with average weight material but where machine time exceeds handling time.
MENTAL OR VISUAL DEMAND	Constant mental and visual attention to layout work. Make set ups and watch operation of machines.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Careless set ups or inaccurate determination of feeds, speeds or depth could cause damage to tools, cutters, or machines. Probable loss seldom over \$250.00.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Improper set up of operation or errors in fitting and assembling may result in loss through scrapping of work, material or parts. Probable loss would seldom be over \$500.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of tools or equipment could cause lost time accidents to others such as, eye injury, loss of fingers, broken or crushed bones.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.

WORKING CONDITIONS	Typical machine shop conditions, slightly dirty, noisy, and greasy but not excessive or continuous.
UNAVOIDABLE HAZARDS	Exposed to lost time accidents in work with high speed tools and equipment. Eye injury, loss of fingers, broken or crushed bones, etc.

[G.C. EX. 38(e)]

HOURLY JOB RATING

VISION		JOB CODE	127
DEPARTMENT	Plant Engineering	OCC. CODE	
SECTION	Machine Shop	GRADE	6
		DATE	7-26-62 Rev. 11-12-65
		ANALYST	Davis
NAME	Machinist "C"		

DESCRIPTION OF DUTIES

GENERAL FUNCTIONS:

To perform skills outlined in apprentice job description and also perform advanced operations on a variety of machine tools.

DUTIES:

1. Performs skills outlined for apprentice and also performs advanced operations on a variety of machine tools such as set up and perform work on boring and turning lathes, shapers, planers, and milling machines. Receives instructions from foreman and makes adjustment due to limitation of machine in order to determine speed, feeds, and depth of cut.
2. May assist "A" or "B" Machinist on more complex work.
3. Keeps work area and equipment clean and orderly.
4. Performs other miscellaneous duties as required.

DATE
LAST AUDIT

METHOD OF PAYMENT

☐ HOURLY☐ INCENTIVE☐ PIECE WORK

JOB NAME Machinist "C"

JOB CODE 127

TOTAL POINTS

EDUCATION	Requires use of fairly complicated drawings, advanced shop mathematics, and a variety of precision measuring instruments. Some trade knowledge. High school education or equivalent plus short terms trade training.
EXPERIENCE	1 - 3 Years Related Experience
INITIATIVE AND INGENUITY	Follows detailed instructions in making minor decisions involving use of some judgment in setting up work in performing duties. Takes initiative to learn more difficult operations and set-ups.
PHYSICAL DEMAND	Sustained physical effort working with light or average weight material. Continuous activity.
MENTAL OR VISUAL DEMAND	Continuous mental and visual attention in setting up work and performing duties with machine.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Responsible for operating machine properly to prevent damage to it. Damage would seldom run over \$250.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Responsible for performing work right on product and in making set up. Damage is seldom over \$100.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of machine could cause lost time accidents to others such as eye injury, loss of fingers, broken or crushed bones.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for over work only.

WORKING CONDITIONS	Typical Machine Shop conditions - slightly dirty, noisy, greasy.
UNAVOIDABLE HAZARDS	Exposed to lost time accidents in working with high speed machinery. Accidents would be in nature of eye injuries, loss of fingers, broken or crushed bones.

[G.C.EX. 39(a)]

PERSONNEL	SERVICE DATE	AGE AT EMPLOY.	YRS. OF SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	RET.
CORD	3-2-64	19																											
RESS	622 E. Line St. Tyler																												
ADDRESS	PHONE None																												
ADDRESS	PHONE																												
EDUCATION	NAME AND LOCATION OF SCHOOL																	CIRCLE LAST GRADE COMPLETED								YEAR	DEGREES OR HONORS REC'D		
AMMAR	Pine Springs, Tyler																	1 2 3 4 5 6 7 8								XXXX			
GH																													
HOOL	Lindale																	1 2 3 4											
LEGE																		1 2 3 4 5 6											
HER	39-A																												

SPECIAL QUALIFICATIONS, SKILLS, AND INTERESTS		DATE	TEST	PCT	DATE	TEST	PCT
OWN HOME <input checked="" type="checkbox"/> RENT <input type="checkbox"/> BOARD <input type="checkbox"/> LIVE WITH PARENTS <input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> WID. <input type="checkbox"/> DIV. <input type="checkbox"/> SEP.							
DEPENDENTS <input type="checkbox"/> WIFE <input type="checkbox"/> CHILDREN <input type="checkbox"/> OTHERS <input type="checkbox"/> WIFE OR HUSBAND'S NAME							
EXAM DATED 2-27-64 FOR <input type="checkbox"/> LT <input type="checkbox"/> MED <input type="checkbox"/> HEAVY		HT 5-9-WT. 145 LBS. DATE ON RES. GP.					

[G.C.EX. 39(b)]

STATUS CHANGE NOTICE

Last Name	First Name	Middle Name	Sex	Badge No.	Code	Effective Date	
Ashcraft	J.	L.	M	0-735	1	4-10-1966	
Shift	Dept. No.	Work Unit	Job No.	Grade	Rate	Step	Cost Center No.
From	1	Machine Shop	127	6	1.90	J	6012
To	1	Machine Shop	133	4	2.03	B	6012
EXPLANATION OF CODES							
(1)	Promotion			8	Mutual Agreement		
2	Transfer			9	Reorganization		
3	Bring to Job Rate			10	Reclassification		
4	Transfer Between Payrolls			11	Other (Please write in)		
5	Leave of Absence						

6	Bring to Merit Rate		
7	Shift Change		
Final Approval	Date	Final Approval	Date
<i>[Signature]</i>	4-5-66	<i>[Signature]</i>	
Second Approval	Date	Wage & Salary Approval	Date
<i>[Signature]</i>	4-5-66	<i>[Signature]</i>	4-11-66

1. PERSONNEL RECORDS - WHITE
2. DATA PROCESSING - GOLDENROD
3. TIMEKEEPING - PINK
4. SUPERVISOR - YELLOW

[G.C.EX. 39(c)]

EXPERIENCE BEFORE COMING WITH TYLER PIPE

DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASON
5-63		J. B. Sedberry	Drill Press Opr.	\$1.59	More money
		C.R.C. Inc. Houston	Lathe Operator	\$1.50	Lay Off
62	63	Southern Alumin	Lather Opr.	\$1.25	Lay Off

EMPLOYMENT HISTORY

EFFECTIVE DATE	CODE	DEPT.	CLASSIFICATION	GRADE	RANGE	PRESENT SALARY	STEP	E OR NE	REMARKS
3-2-64	E	3805	Hyper Machinist 132	8		1.59	5		
5-7-64	3	3805	Hyper Machinist 132	8		1.62	5		
11-1-64	132	6013	"	8		"	"		2
2-14-65	132	6013	"	8		1.73	5		6
5-23-65	132	6013	"	8		1.74	5+		6
10-3-65	127	6013	Machinist C.	6		1.81	B		1
1-2-66	127	6013	"	6		1.90	5		3
2-13-66	127	6012	"	6		1.90	5		11
4-10-66	133	6012	Machinist "B"	4		2.02	B		11
6-12-66	133	6012	"	4		2.09	B		11
7-10-66	133	6012	"	4		2.20	5		3

NATIONAL LABOR RELATIONS BOARD

REASON: E-EMPLOY T-TRANSFER M-MERIT INCREASE TH-TRSF. FROM HRLY. Q-QUIT
 CODE: P-PROMOTION R-RECLASSIFY A-ADJUST. INCREASE LA-LEAVE OF ABSENCE D-DISCHARGE

CLOCK No. DEPT. Machine Shop DATE OF BIRTH SS No.

ID No. 735 NAME Ashcraft, Jerry Lee JAN FEB MAR APL MAY JNE JULY AUG SEP OCT NOV D

[G.C.EX. 39(d)]

HOURLY JOB RATING

VISION Plant Engineering
 DEPARTMENT Machine Shop
 POSITION _____

JOB CODE 133
 OCC. CODE _____
 GRADE 4
 DATE (7-17-62) Revised 11-12-65
 ANALYST Bill Allen

NAME Machinist "B"

DESCRIPTION OF DUTIES

GENERAL FUNCTION: To set up and operate standard machine tools on construction and repair of diversified machined parts.

DUTIES:

1. Set up and operate a variety of machine tools such as, boring mills, surface grinders, engine lathes, or milling machines in the construction of machine parts, tools, gauges, jigs, fixtures and dies. Also plans and lays out simple work. Receives instructions from foreman and makes adjustment due to limitation of machine in order to determine speed, feeds, and depth of cut.
2. Checks work during operation.
3. Dresses tools as needed using proper coolant.
4. Keeps work area and equipment clean and orderly.
5. Performs other miscellaneous duties as required.

5-1-19-66
Paul L. [Signature]
1-12-66

DATE
 LAST AUDIT

METHOD OF PAYMENT



HOURLY



INCENTIVE



PIECE WORK

JOB NAME

Machinist 3"

JOB CODE

133

TOTAL POINTS

EDUCATION	Requires the use of fairly complicated drawings, advanced shop mathematics, and a variety of precision measuring instruments. Some trade knowledge. High school education or equivalent, plus short terms trade training.
EXPERIENCE	3 - 4 years related experience.
INITIATIVE AND INGENUITY	Requires the ability to plan and perform a sequence of operations where a standard method of operations is available and makes general decisions involving quality tolerances, operation and set up.
PHYSICAL DEMAND	Light physical demand with average weight material but where machine time exceeds handling time.
MENTAL OR VISUAL DEMAND	Constant mental and visual attention to layout work. Make set ups and watch operation of machines.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Careless set ups or inaccurate determination of feeds, speeds or depth could cause damage to tools, cutters, or machines. Probable loss seldom over \$250.00.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Improper set up of operation or errors in fitting and assembling may result in loss through scrapping of work, material or parts. Probable loss would seldom be over \$500.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of tools or equipment could cause lost time accidents to others such as, eye injury, loss of fingers, broken or crushed bones.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.

WORKING CONDITIONS

Typical machine shop conditions, slightly dirty, noisy, and greasy but not excessive or continuous.

UNAVOIDABLE HAZARDS

Exposed to lost time accidents in work with high speed tools and equipment. Eye injury, loss of fingers, broken or crushed bones, etc.

[G.C.EX. 39(e)]

HOURLY JOB RATING

JOB CODE 127

OCC. CODE

GRADE 6

DATE 7-26-62 Rev. 11-12-65

ANALYST Davis

NAME Machinist "C"

DESCRIPTION OF DUTIES

GENERAL FUNCTION:

To perform skills outlined in apprentice job description and also perform advanced operations on a variety of machine tools.

THESE

1. Performs skills outlined for apprentice and also performs advanced operations on a variety of machine tools such as set up and perform work on boring and turning lathes, shapers, planers, and milling machines. Receives instructions from foreman and makes adjustment due to limitation of machine in order to determine speed, feeds, and depth of cut.
2. May assist "A" or "B" Machinist on more complex work.
3. Keeps work area and equipment clean and orderly.
4. Performs other miscellaneous duties as required.

Paul L. G. 1-16-4
Sam Gibson 1-17-4

YDIT

MODE OF PAYMENT

HOURLY**INCENTIVE**

☐ **PIECE WORK**

JOB NAME Machinist "C"JOB CODE 127

TOTAL POINTS

EDUCATION	Requires use of fairly complicated drawings, advanced mathematics, and a variety of precision measuring instruments. Some trade knowledge. High school education or equivalent plus short terms trade training.
EXPERIENCE	1 - 3 Years Related Experience
INITIATIVE AND INGENUITY	Follows detailed instructions in making minor decisions involving use of some judgment in setting up work in performing duties. Takes initiative to learn more difficult operations and set-ups.
PHYSICAL DEMAND	Sustained physical effort working with light or average weight material. Continuous activity.
MENTAL OR VISUAL DEMAND	Continuous mental and visual attention in setting up work and performing duties with machine.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Responsible for operating machine properly to prevent damage to it. Damage would seldom run over \$250.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Responsible for performing work right on product and in making set up. Damage is seldom over \$100.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of machine could cause lost time accidents to others such as eye injury, loss of fingers, broken or crushed bones.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for over work only.

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WORKING
CONDITIONS

Typical Machine Shop conditions - slightly dirty, noisy, greasy.

UNAVOIDABLE
HAZARDS

Exposed to lost time accidents in working with high speed machinery. Accidents would be in nature of eye injuries, loss of fingers, broken or crushed bones.

[G.C.EX. 40(a)]

SERVICE DATE	AGE AT EMPL.	OF																										
9-16-65	21	SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	RET
ssRt. #1, Box #454, Tyler, Texas															PHONE IV 2-1803													
ADDRESS															PHONE													
ADDRESS															PHONE													

LOCATION	NAME AND LOCATION OF SCHOOL	CIRCLE LAST GRADE COMPLETED	YEAR	DEGREES OR HONORS REC'D
		1 2 3 4 5 6 7 8	XXXX	
COL	Chapel Hill, Tyler, Texas	1 2 3 4	1965	
EGE		1 2 3 4 5 6		

3 40A

AL QUALIFICATIONS, SKILLS, AND INTERESTS	DATE TEST	PCT	DATE TEST	PCT

HOME ☐ RENT ☐ BOARD ☒ LIVE WITH PARENTS ☒ SINGLE ☐ MARRIED ☐ WID. ☐ DIV. ☐ SEP.

PARENTS: ☐ WIFE CHILDREN OTHERS WIFE OR HUSBAND'S NAME

EXAM DATE 9/15/65 FOR ☐ LT ☐ MED ☐ HEAVY HT. 74 WT. 123 LBS. DATE ON RES.GP.

[G.C.EX. 40(b)]

STATUS CHANGE NOTICE

Last Sep 12-19-65

Last Name	Badge No.	Code	Effective Date				
Austin, Jerry G.	0-969	10	3-1-66				
Shift	Dept. No.	Work Unit	Job No.	Grade	Rate	Step	Cost Center No.
From 3		South Maint.	139	6	1.90	J	6040
To 3		South Maint.	138	4	2.03	B	6040
EXPLANATION OF CODES							
① Promotion	8 Mutual Agreement						
2 Transfer	9 Reorganization						
3 Bring to Job Rate	10 Reclassification						
4 Transfer Between Payrolls	11 Other (Please write in)						
5 Leave of Absence							
6 Bring to Mark Rate							
7 Shift Change							

OK

EXPERIENCE BEFORE COMING WITH TYLER PIPE

DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASONS
6-65	9-65	National Homes-Owentown	Laborer	2.00hr	Lay off
2-65	6-65	Imperial American-Owentown	Laborer	1.30hr	Better Job
7-61	2-65	U. S. Navy-Norfolk, Va.	Radio Oper	220.00mo	Discharge

EMPLOYMENT HISTORY

[illegible]

ASON	E-EMPLOY	T-TRANSFER	M-MERIT INCREASE	TH-TRSF. FROM HRLY.	Q-QUIT
DE:	P-PROMOTION	R-RECLASSIFY	A-ADJUST. INCREASE	LA-LEAVE OF ABSENCE	D-DISCHARGE

DOCK	DEPT. Maintenance Shop- S. P.		DATE OF BIRTH 2-13-44				SS No. 451-68-7878							
ID No. 969	NAME Austin, Jerry G.		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

[G.C.EX. 40(d)]

HOURLY JOB RATING

SECTION Plant Engineering - Production
 DEPARTMENT Construction - Maintenance
 DIVISION Electrical

JOB CODE 139

OCC. CODE _____

GRADE 6DATE (6-29-62) Revised 11-15-65ANALYST Bill AllenNAME Electrician "C"

DESCRIPTION OF DUTIES

GENERAL FUNCTION: To perform a variety of electrical trade functions such as, installation, maintenance, or repair of equipment for generation, distribution, and utilization of electrical energy.

DUTIES:

- To perform a variety of electrical trade functions under close supervision such as, repairing, installing, maintaining, and constructing generators, transformers, switchboards, controllers, circuit breakers, heating units, conduit systems, or other electrical equipment required in plant operation.
- Learn how to locate and diagnose troubles in electrical systems or equipment.
- May check electrical parts on arrival at warehouse, or make deliveries of parts to work locations.
- Keeps work place clean and orderly.
- Performs other miscellaneous duties as required.

[Signature]
Jane Gibson 1-16-66
Joe Roberts 1-31-66

R. D. H. 1-31-66
[Signature] 1-31-66

DATE
 LAST AUDIT

METHOD OF PAYMENT



HOURLY



INCENTIVE



PIECE WORK

JOB NAME Electrician C"JOB CODE 139TOTAL POINTS

EDUCATION	Requires use of simple arithmetic and simple drawings. High school education or equivalent.
EXPERIENCE	6 months to one year.
INITIATIVE AND INGENUITY	Requires the ability to work from detailed instructions and use some judgment in assisting in the installation, maintenance and repair of all electrical systems as required for plant operations.
PHYSICAL DEMAND	Usually light to average weight material and difficult work positions in installing, maintaining and repairing a variety of electrical systems.
MENTAL OR VISUAL DEMAND	Continuous mental and visual attention working with electrical equipment and big machinery. Some manual dexterity.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Responsible for tools and measuring instruments used. Damage is seldom over \$25.00.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Responsible for repairs made to equipment and machinery. Damage is seldom over \$100.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of work or repairs could cause lost time accidents to others.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.

RESPONSIBILITY FOR WORK OF OTHERS	May instruct one or more helpers.
WORKING CONDITIONS	Exposed to normal foundry conditions such as, heat, dirt, dust, smoke, noise, etc.
UNAVOIDABLE HAZARDS	Exposed to lost time and sometimes fatal accidents. May be required to climb and work in high places.

[G.C.EX. 41(a)]

PERSONNEL CARD	SERVICE DATE	AGE AT EMPL.	OF	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	RET
ESS	5-13-64	24	SERVICE																										
ADDRESS	Rt. 3, Box 229-A Lindale, Texas																												
ADDRESS	PHONE LY 2-4942																												
ADDRESS	PHONE																												
EDUCATION	NAME AND LOCATION OF SCHOOL										CIRCLE LAST GRADE COMPLETED										YEAR		DEGREES OR HONORS REC'D						
SENIOR	Aubrey Grade School, Aubrey, Tex.										1 2 3 4 5 6 7 8 X										XXXX								
ADDITIONAL	Aburey High School, Aubrey, Tex.										1 2 3 4																		
COLLEGE											1 2 3 4 5 6																		

Jet Mech. School-U.S.A.F.

41A

AL QUALIFICATIONS, SKILLS, AND INTERESTS		DATE TEST	PCT	DATE TEST	PCT
HOME <input type="checkbox"/> RENT <input type="checkbox"/> BOARD <input type="checkbox"/> LIVE WITH PARENTS <input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> WID. <input type="checkbox"/> DIV. <input type="checkbox"/> SEP.					
DEPENDENTS <input checked="" type="checkbox"/> WIFE 4 CHILDREN OTHERS <input type="checkbox"/> WIFE OR HUSBAND'S NAME Maye					
EXAM DATE 5-24-64 OK FOR <input type="checkbox"/> LT <input type="checkbox"/> MED <input checked="" type="checkbox"/> HEAVY HT. 5-11 WT. 160 LBS. DATE ON RES. GP.					

[G.C.EX. 41(b)]

STATUS CHANGE NOTICE

Last Gen: 3-13-66

Last Name	First Name	Middle Name	Sex	Badge No.	Code	Effective Date
Benson	F		M	1868	1	4-3-66
Shift	Dept. No.	Work Unit	Job No.	Grade	Rate	Step
From 1		Pallit	375	6	181	8
To 3		"	Standard Date 1-8-67			2512
EXPLANATION OF CODES						
1	Promotion	8	Mutual Agreement			
2	Transfer	9	Reorganization			
3	Bring to Job Rate	10	Reclassification			

4	Transfer Between Payrolls	11	Other (Please write in)
5	Leave of Absence		
6	Bring to Merit Rate		
7	Shift Change		
First Approval <i>[Signature]</i> Date <i>3-20-66</i>		Final Approval <i>[Signature]</i> Date	
Second Approval <i>[Signature]</i> Date		Wage & Salary Approval <i>H. J. G.</i> Date <i>4-4-66</i>	

1. PERSONNEL RECORDS - WHITE
2. DATA PROCESSING - GOLDENROD
3. TIMEKEEPING - PINK
4. SUPERVISOR - YELLOW

[G.C.EX. 41(c)]

EXPERIENCE BEFORE COMING WITH TYLER PIPE

DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REAS
3-62	4-64	Wikces Lbr. Co. - Grapevine	Salesman	1.80	Fired
6-61	3-62	Cameron Lbr. Co. - Grapevine	Yard Labor	2.85	better

EMPLOYMENT HISTORY

EFFECTIVE DATE	CODE	DEPT.	CLASSIFICATION	GRADE	RANGE	PRESENT SALARY	STEP	E OR NE	REMARK
5-13-64	E	2701	Utili Man in Prod.	10		1.48	B		
6-14-64	247	2625	Utili Man in Prod.	10		1.55	B		3
10-25-64	152	2605	Utili Man in Prod.	8		1.54	B		1
12-13-64	152	2604	Utili Man in Prod.	8		1.47	J		3
1-31-65		2512	Utili Man in Prod.			1.56			2
2-14-65	NC	2512	" "			1.62			11
3-13-66	375	2512	EXTRA MOLDER	6		1.81	B		10
4-3-66		2512	Utili Man			1.96+			1
6-12-66		2512	" "			1.92+			5
11-20-66	139	1010	Utili Man in Prod.	6		1.87	B		2

REASON: E-EMPLOY T-TRANSFER M-MERIT INCREASE JH-TRSP FROM HRLY. REASON Q-QUIT
 CODE: P-PROMOTION R-RECLASSIFY A-ADJUST. INCREASE LA-LEAVE OF ABSENCE D-DISCHARGE

CLOCK No.	DEPT. S.P. Millroom	DATE OF BIRTH 12-26-39	SS No. 451-56-1586												
ID No. 1-868	NAME Benson, Farrell	<table border="1"> <tr> <td>JAN</td><td>FEB</td><td>MAR</td><td>APR</td><td>MAY</td><td>JUN</td><td>JULY</td><td>AUG</td><td>SEP</td><td>OCT</td><td>NOV</td><td>DEC</td> </tr> </table>		JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC
JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC				

[G.C.EX. 41(d)]

HOURLY JOB RATING

VISION Production JOB CODE 375
 DEPARTMENT South Plant OCC. CODE ✓
 FUNCTION GRADE 6
 TITLE Pallet Conveyor DATE June 19, 1964
 ANALYST M. Stroud
 NAME Extra Molder

DESCRIPTION OF DUTIESGENERAL FUNCTION:

To be available at all times for filling in on Pallet molding in case a regular molder is absent or when there is need for an extra floor on temporary basis.

DUTIES:

1. Capable of performing duties of molder on any molding station on Pallet Conveyor System and fills in when molders are absent or when there is need for an extra floor on temporary basis.
2. Performs duties, such as assisting molders in changing jobs which includes bringing in arbor patterns, molding patterns, carrying snaps and patterns out for repair. Also keeps gangway clean and orderly.
3. May assist foreman in training new molders and coremakers how to run various jobs.
4. When not molding frequently checks pallet shake out and fitting hanging area for bad castings and notifies foreman of any defected castings. Also assists foreman and molders in making correction that will prevent defects in castings.
5. Keep work area clean and orderly.
6. Performs other miscellaneous duties as required.

L. W. Thompson
Leont

DATE 9-1-64
 LAST AUDIT

METHOD OF PAYMENT

☐ HOURLY☐ INCENTIVE☐ PIECE WORK

JOB NAME

Extra Mold

JOB CODE

375

- Job at 375

EDUCATION	Must have the ability to read, write, use simple arithmetic, etc. Two years of high school or equivalent.
EXPERIENCE	Three to four years related experience molding.
INITIATIVE AND INGENUITY	Must have the ability to plan and perform a sequence of operations to make various kinds of molds. Must have a good working knowledge of all snaps, flask, patterns and other equipment used on the Pallet Conveyor for molding.
PHYSICAL DEMAND	Light physical effort working with light-weight materials or occasionally with average weight materials, such as patterns, snaps, flask, etc.
MENTAL OR VISUAL DEMAND	Frequent mental and visual attention required to perform molding duties. Helping other molders set up equipment.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Careless performance of duties could cause damage to molding equipment, jolt squeeze machine, etc.; however, damage would seldom exceed \$25.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Damage to any materials or products as a result of molding would seldom exceed \$10.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of jolt squeeze machine when working and assisting other molders could result in lost time accident, such as crushed fingers, hand, etc.
RESPONSIBILITY FOR WORK OF OTHERS	Assist molders and coremakers in setting up new jobs, etc. Spends less than 50% of time assisting others.

WORKING CONDITIONS Somewhat disagreeable working conditions due to exposure to several disagreeable elements such as, dust, heat, etc.

AVOIDABLE INJURIES Exposed to lost time accident in performing duties such as broken or crushed bones.

[G.C.EX. 42(a)]

PERSONNEL	SERVICE DATE	AGE AT EMPLY.	NO. OF SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	RET
ORD	9/9/63	26																											
ESS	206 Boon, Tyler, Texas															PHONE LY2 7570													
ADDRESS																PHONE													
ADDRESS																PHONE													
EDUCATION	NAME AND LOCATION OF SCHOOL															CIRCLE LAST GRADE COMPLETED					YEAR	DEGREES OR HONORS REC'D							
YMAR	Ingram Grade, Ingram, Tex.															1	2	3	4	5	6	7	8	XXXX					
SCHOOL	Tivy High, Kerrville, Tex.															1	2	3	4	1956									
COLLEGE																1	2	3	4	5	6								

42

AL QUALIFICATIONS, SKILLS, AND INTERESTS		DATE TEST	PCT	DATE TEST	PCT

HOME ☐ RENT ☐ BOARD ☐ LIVE WITH PARENTS ☐ SINGLE ☐ MARRIED ☐ WID. ☐ DIV. ☐ SEP.

DEPENDENTS ☐ WIFE ☐ CHILDREN ☐ OTHERS ☐ WIFE OR HUSBAND'S NAME ☐

EXAM DATES 8-30-64 FOR ☐ LT ☐ MED ☐ HEAVY HT. 5-9 WT. 170 LBS. DATE ON RES. GP.

[G.C.EX. 42(b)]

STATUS CHANGE NOTICE

Last Name	First Name	Middle Name	Sex	Badge No.	Code	Effective Date		
Caddell	Charles	Wesley	M	3-861	10	3/16/65		
From	Shift	Dept. No.	Work Unit	Job No.	Grade	Rate	Step	Cost Center No.
	2		H. P. Winters	116	4	2.14	J	6050
To	2		" "	113	2	2.32	B	6050
EXPLANATION OF CODES								
①	Promotion	8	Mutual Agreement					
2	Transfer	9	Reorganization					
3	Bring to Job Rate	10	Reclassification					
4	Transfer Between Payrolls	11	Other (Please write in)					

EXPERIENCE BEFORE COMING WITH TYLER PIPE

DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASON
8-61	5-63	Paul Beall, 2100 B. S. College	Electrician	\$1.42	Lay off
Sterling	Faucet	E. Laurel (5-63 to present)	Electrician	\$1.50	
10-60	6-61	Cook Electric Chicago Ill.	Electrician aircraft	\$2.25	Lost Con

EMPLOYMENT HISTORY

EFFECTIVE DATE	CODE	DEPT.	CLASSIFICATION	GRADE	RANGE	PRESENT SALARY	STEP	E OR NE	REMARKS
9-9-63	E	3	Maint Mech "C" 114	6		1.75	3		
12-15-63	3	6050	" " C 114	6		1.84	J		
9-26-64	6	6050	Maint. Mech. C 114	6		1.93	7		
9-27-64	116	6050	Maint Mech B	4		1.97	B		1
1-10-65	116	6050	Maint Mech B	4		2.08	5		3
2-14-65	116	6050	✓ ✓	4		2.14	J		11
6-6-66	113	6050	Maint. Mech 1	2		2.32	4		1
5-6-66	113	6050	—	2		2.44	J		3
12-66	113	6050	—	2		2.50	J		11 Gen
NATIONAL LABOR RELATIONS BOARD									
<div style="display: flex; justify-content: space-between;"> DOCKET NO. _____ DATE OF HEARING _____ </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> APPEARANCE BY _____ </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> OBJECTION BY _____ </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> IN THE MATTER OF _____ DATE OF DECISION _____ </div>									

EASON	E-EMPLOY	T-TRANSFER	M-MERIT INCREASE	JR. TRANSF. FROM HRLY.	Q-QUIT
ODE:	P-PROMOTION	R-RECLASSIFY	A-ADJUST. INCREASE	LA-LEAVE OF ABSENCE	D-DISCHARGE

LOCK O.	DEPT. #3 N. P. Maintenance	DATE OF BIRTH 2-15-37	SS No. 457-56-0900
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[illegible]

[G.C.EX. 42(d)]

HOURLY JOB RATING

Production
Maintenance
North and South Plants
Mechanical

JOB CODE _____ 173 _____
OCC. CODE _____
GRADE _____ 2 _____
DATE _____ Revised 12-9-65 (7-13-62) _____
ANALYST _____ Bill Allen _____

Job: Maintenance Mechanic "A"

DESCRIPTION OF DUTIES

GENERAL FUNCTIONS: To examine machines and mechanical equipment to diagnose source of trouble, dismantling or partially dismantling them and performing repairs or adjustments.

578

2. To examine machines and mechanical equipment to diagnose source of trouble, dismantling or partially dismantling them and performing repairs on all machinery and equipment located in the foundry.

Notes from complicated and semi-complicated blueprints, instructions, and service manuals.

3. May set up, align and level equipment. Also may be called on to weld, burn, braze, or solder material. Cuts and fits pipe as required.

Capable of scheduling downtime work of self and others and may be required to instruct and follow up on the work of B & C Mechanics.

4. Keeps work area clean and orderly.

5. Performs other miscellaneous duties as required.

Must furnish own tools as specified by supervisor.

Crewleader: If appointed crewleader, will be responsible for instructing and assisting a group of mechanics. Also will perform same work as group, but will receive .05 per hour more than other Class "A" mechanics working in crew.

The Roberts 1-31-66 M. Stone

1-31-64 ¹⁰ Dile 1-31-64

1-31-68

[illegible]**MOD OF PAYMENT**☐ HOURLY

INCENTIVE

PIECE WORK

Maintenance Mechanic "A"

JOB CODE

113

EDUCATION	Requires the use of complicated drawings, read and interpret parts lists, shop mathematics, handbook formulas, a variety of precision measuring instruments and some trade knowledge. Equivalent to 4 years of high school plus 3 - 4 years trades training.
EXPERIENCE	3 - 5 years.
INITIATIVE AND INGENUITY	Requires the ability to plan and perform unusual operations where general methods are available. Must use initiative to recommend re-design of functional deficiencies of equipment. Some judgment in prescribing proper repair to equipment. May make bill of materials for small construction jobs.
PHYSICAL DEMAND	Moderate physical effort to handle light and medium weights and occasionally heavy tools and equipment. May occasionally work in awkward positions.
MENTAL OR VISUAL DEMAND	Continuous mental and visual attention in operating tools and equipment and in making repairs.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Probable damage to equipment such as, levels, hoists, wrenches, and other measuring instruments is seldom over \$250.00.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Incorrect diagnosis of trouble and improper repair to equipment could cause damage seldom over \$250.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of machine or tools could cause lost time accidents to others such as, broken or crushed feet, loss of fingers, eye injuries, etc.
RESPONSIBILITY FOR WORK OF OTHERS	May instruct or assist one or two employees 50% or more of the time.

WORKING
CONDITIONS

Somewhat disagreeable conditions due to exposure to heat, dust, grease, and some weather. Works odd hours as required.

UNAVOIDABLE
HAZARDS

Exposure to incapacitating accidents while working with heavy machinery and could fall from overhead structure.

[G.C.EX. 42(e)]

HOURLY JOB RATING

Production	JOB CODE	116
Maintenance	OCC. CODE	
North & South Plants	GRADE	4
Mechanical	DATE	11-19-65 revised (7-12-62)
	ANALYST	Bill Allen
Maintenance Mechanic "B"		

DESCRIPTION OF DUTIES

FUNCTION: To examine machines and mechanical equipment to diagnose source of trouble. Dismantling or partially dismantling them and performing repairs or adjustments.

Examines machines and mechanical equipment to diagnose source of trouble; dismantling or partially dismantling them and performing repairs or adjustments on all machinery and equipment located in the foundry.

Works from semi-complicated and simple blueprints, parts book and service manual.

Has working knowledge of precision measuring instruments such as, calipers, micrometers, depth gauges, etc. and some working knowledge of welding, brazing and soldering.

Capable of scheduling own work - some areas at downtime and may instruct "C" Mechanics.

Keeps work area clean and orderly.

Performs other miscellaneous duties as required.

Must furnish own tools as specified by supervisor.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

~~RECEIVED~~ PAYMENT

HOURLY

INCENTIVE

PIECE WORK

103 NAME Maintenance Mechanic "B"

103 CSD: 116

TOTAL POINTS

EDUCATION	Use of fairly complicated drawings and sketches, shop mathematics, variety of precision measuring instruments, some trade knowledge and equivalent to high school education.
EXPERIENCE	1 - 3 years related experience.
INITIATIVE AND INGENUITY	Ability to plan and perform a sequence of operations where standard method is available. Must make general decisions and use of judgment in installing, servicing, dismantling, rebuilding, and maintaining various equipment in the plant.
PHYSICAL DEMAND	Sustained physical effort using light medium tools and parts. Occasionally awkward work position.
MENTAL OR VISUAL DEMAND	Continuous mental and visual alertness required in installing, maintaining machinery.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Damage to measuring instruments and welding equipment is seldom over \$250.00.

RESPONSIBILITY FOR MATERIAL OR PRODUCT	Incorrect diagnosis of trouble and improper repair to equipment could cause damage seldom over \$250.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Constant care necessary to prevent serious injury to others but others may act to prevent being injured.
RESPONSIBILITY FOR WORK OF OTHERS	May instruct one or more employees 50% of the time.
WORKING CONDITIONS	Somewhat disagreeable. Exposed to dirt, grease, heat, etc.
UNAVOIDABLE HAZARDS	Exposed to incapacitating accidents working around big machinery. May be required to climb and work in high places.

[G.C.EX. 43(a)]

PERSONNEL RD	SERVICE DATE	AGE AT EMPL.	YRS. OF SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	6	7	18	19	20	21	22	23	24	25	RET
	5-31-65	18																											
SS	219 Wood St.-Mineola																		PHONE LO 9-2826										

ADDRESS	PHONE			
ADDRESS	PHONE			
EDUCATION	NAME AND LOCATION OF SCHOOL	CIRCLE LAST GRADE COMPLETED	YEAR	DEGREES OR HONORS REC'D
MAR	Mineola Elem. School	1 2 3 4 5 6 7 8	XXXX	
COL	Mineola High School	1 2 3 4	1964	
CEGE	Tyler Junior College	1 2 3 4 5 6		

43

AL QUALIFICATIONS, SKILLS, AND INTERESTS	DATE TEST PCT.	DATE TEST PCT.
HOME <input type="checkbox"/> RENT <input type="checkbox"/> BOARD <input checked="" type="checkbox"/> LIVE WITH PARENTS <input checked="" type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> WID. <input type="checkbox"/> DIV. <input type="checkbox"/> SEP.		
DEPENDENTS <input type="checkbox"/> WIFE <input type="checkbox"/> CHILDREN <input type="checkbox"/> OTHERS <input type="checkbox"/> WIFE OR HUSBAND'S NAME		
EXAM DATE 5/26/65 FOR <input type="checkbox"/> LT <input type="checkbox"/> MED <input checked="" type="checkbox"/> HEAVY <input type="checkbox"/> HT. 67 1/2 WT. 134 LBS. DATE ON RES. GP.		

Just G-9-12-6.5

1. PERSONNEL RECORDS - WHITE
2. DATA PROCESSING - GOLDENROD

3. TIMEKEEPING - PINK
4. SUPERVISOR - YELLOW

[G.C.EX. 43(c)]

EXPERIENCE BEFORE COMING WITH TYLER PIPE

DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASON
5-64	9-64	Peacock Sales-Mineola	Air Conditioning	40.00wk	school
1-63	2-64	W. L. Reep-Mineola	Grocery	45.00wk	school

EMPLOYMENT HISTORY.

[illegible]

SON E-EMPLOY T-TRANSFER M-MERIT INCREASE TH-TRSF. FROM HRLY. Q-QUIT.
 P-PROMOTION R-RECLASSIFY A-ADJUST. INCREASE LA-LEAVE OF ABSENCE D-DISCHARGE

DEPT. Construction Shop	DATE OF BIRTH 11-19-46	SS No. 449-74-0320												
ID No. 3-875	NAME Caffey, Dale W.	<table border="1"> <tr> <td>JAN</td><td>FEB</td><td>MAR</td><td>APR</td><td>MAY</td><td>JUN</td><td>JUL</td><td>AUG</td><td>SEP</td><td>OCT</td><td>NOV</td><td>DEC</td> </tr> </table>	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC			

[G.C.EX. 43(d)]

HOURLY JOB RATING

DIVISION Plant Engineering - Production JOB CODE 115
 DEPARTMENT Plant Engineering - Maintenance OCC. CODE 9
 SECTION All Areas GRADE 9
 DATE (8-15-62) Revised 11-19-65
 ANALYST Bill Allen
 NAME Utility Man -

DESCRIPTION OF DUTIES

GENERAL FUNCTION: To clean up shop areas and assist in other minor trade functions.

DUTIES:

- Performs various clean up duties such as, cleaning up shop area and job sites, disposing of scrap and trash, runs errands as required, cleans up parts to be repaired and specific equipment as assigned.
- May assist in disassembling and assembling parts or equipment and may work as an assistant to a higher grade craftsman making minor repairs when needed.
- Keeps work area clean and orderly.
- Performs other miscellaneous duties as required.

Handwritten notes:
 1-31-66
 1-31-66
 1-31-66
 1-17-66
 R. O. Duke

DATE
LAST AUDIT

METHOD OF PAYMENT



HOURLY



INCENTIVE



PIECE WORK

JOB NAME Utility ManJOB CODE 115

TOTAL POINTS

EDUCATION	Use of simple arithmetic such as addition, subtraction of decimals or fractions. Use simple measuring instruments. Two years high school or the equivalent.
EXPERIENCE	Up to 3 months related experience.
INITIATIVE AND INGENUITY	Follows detailed instructions making minor decisions involving use of some judgment in breaking down parts and equipment and making minor repairs.
PHYSICAL DEMAND	Sustained physical effort working with light to heavy materials. Continuous activity in cleaning up shop area and job sites.
MENTAL OR VISUAL DEMAND	Frequent mental and visual attention in performing duties such as, clean up, assisting in repairs, etc.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Responsible for cleaning equipment properly and tools used. Damage is seldom over \$25.00.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Responsible for material only to the extent that care must be taken in using them in performing clean up duties or while assisting others. Damage is seldom over \$10.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Only reasonable care in performing own duties necessary to prevent injury to others. Would be minor in nature should they occur.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.

WORKING
CONDITIONS

Somewhat disagreeable being exposed to normal foundry conditions such as, heat, dust, noise, etc. but not continuous.

UNAVOIDABLE
HAZARDS

Exposed to lost time accidents in working around moving equipment or electrical mechanisms. Burns, shock, broken or crushed bones.

[G.C.EX. 43(e)]

HOURLY JOB RATING

Division Production
 Department North & South Plants
 Section All Areas
 Name Laborer

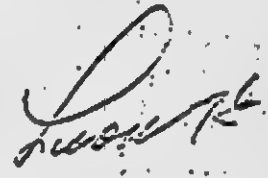
JOB CODE 278
 OCC. CODE _____
 GRADE 11
 DATE (8-15-62) Revised 12-9-65
 ANALYST Bill Allen

DESCRIPTION OF DUTIES

GENERAL FUNCTION: Performs miscellaneous clean up duties and relief work.

DUTIES:

1. Performs miscellaneous clean up duties with shovel, wheelbarrow, or other hand tools as directed by foreman.
2. May also relieve or fill in for others as instructed by foreman.



ADDITIONAL

METHOD OF PAYMENT

☐ HOURLY☐ INCENTIVE☐ PIECE WORK

Laborer

JOB CODE 272

// EDUCATION	Ability to read, write and follow instructions. Grammar school education or the equivalent.
EXPERIENCE	1 - 2 months related experience.
INITIATIVE AND INGENUITY	Requires the ability to follow simple instructions and the use of simple equipment where the employee is told exactly what to do in performing clean up duties and relief work.
PHYSICAL DEMAND	Sustained physical demand required in working with light or average weight material in cleaning up areas of plant as needed.
MENTAL OR VISUAL DEMAND	Requires frequent mental and visual demand in working with wheelbarrow, shovel and other hand tools in performing clean up duties.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Responsible for only wheelbarrow, shovel, and broom. Damage to equipment would be negligible.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Does not have any direct contact with product. Tries to prevent breakage to product when cleaning up. Damage is seldom over \$10.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Only reasonable care to prevent injury to others. Would be minor in nature should they occur.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.

WORKING
CONDITIONS

Exposed to some undesirable working conditions - heat, dust, dirt. Exposed to normal foundry conditions as stated above.

UNAVOIDABLE
HAZARDS

Exposed to lost time accidents while working around moving machinery and hot materials such as, severe burns, broken or crushed bones, eye injuries from flying particles, etc.

[G.C.EX. 44(a)]

PERSONNEL CORD	SERVICE DATE	AGE AT EMPL.	Y. OF SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	RE
ADDRESS	Rt. #3, Center, Texas																												PHONE LY 8-5865
ADDRESS	411 S. College St., Taylor																											PHONE	
ADDRESS																												PHONE	

EDUCATION	NAME AND LOCATION OF SCHOOL	CIRCLE LAST GRADE COMPLETED	YEAR	DEGREES OR HONORS REC'D
AMMAR	Center Elem. School-Center	1 2 3 4 5 6 7 8	XXXX	
SH SCHOOL	Center High School-Center	1 2 3 4	1957	
LEGE		1 2 3 4 5 6		

44

SPECIAL QUALIFICATIONS, SKILLS, AND INTERESTS		DATE	TEST	PCT	DATE	TEST	PCT

☐ HOME ☒ RENT ☐ BOARD ☐ LIVE WITH PARENTS ☐ SINGLE ☐ MARRIED ☐ WID. ☐ DIV. ☐ SEP.
☐ DEPENDENTS ☐ WIFE ☐ CHILDREN ☐ OTHERS ☐ WIFE OR HUSBAND'S NAME
 EXAM DATE 9/3/58 FOR ☐ LT ☐ MED ☒ HEAVY HT. 70 WT. 164 LBS. DATE ON RES. GP.

[G.C.EX. 44(b)]

STATUS CHANGE NOTICE

Last Name	First Name	Middle Name	Sex	Badge No.	Code	Effective Date		
Campbell	John	D.	M	4-179	10	3-13-66		
From	Shift	Dept. No.	Work Unit	Job No.	Grade	Rate	Sup	Cost Center No.
	2	2	Pattern Repair	342	7	\$1.80	job	6002
To	2	2	Pattern Repair	181	5	\$1.91	base	6002
EXPLANATION OF CODES								
①	Promotion			8	Mutual Agreement			
2	Transfer			9	Reorganization			
3	Bring to Job Rate			(10)	Reclassification			
4	Transfer Between Payrolls			11	Other (Please write in)			

EXPERIENCE BEFORE COMING WITH TYLER PIPE

DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASON
2-64	1965	Center Plywood-Center	Laborer	1.45hr	Quit
11-58	11-59	Dallas Power & Light	Line Man	235.00wk	Milf
7-58	11-58	Texas Hwy. Dept.-Dallas	Survey	225.00mo	Cond

EFFECTIVE DATE	CODE	DEPT.	CLASSIFICATION	GRADE	RANGE	PRESENT SALARY	STEP	E OR NE	REMARKS
9-13-65	342	6002	Pattern Repairman C	7		1.72	B		E
12-12-65	342	6002		7		1.80	J		3
3-13-66	181	6002	PATTERN REPAIRMAN "B"	5		1.91	B		1
6-12-66	181	6002		5		1.97	B		1
6-19-66	121	6002		5		2.06	T		3
9-13-66	327	6001	Fitter-Machinist "C"	5		2.06	J		10
					NATIONAL LABOR RELATIONS BOARD				
					Docket No. 12-12-65 OFFICIAL NO. 100-1-10-1				
					Disposition	Received			
						Rejected			
					In the matter of				
					Date 12-12-65 Witness				
					No. Pages				

REASON	E-EMPLOY	T-TRANSFER	M-MERIT INCREASE	TH-TRSF. FROM HRLY.	Q-QUIT
CODE:	P-PROMOTION	R-RECLASSIFY	A-ADJUST. INCREASE	LA-LEAVE OF ABSENCE	D-DISCH

CLOCK No.	DEPT. Pattern Check-Out & Repair	DATE OF BIRTH 6-24-39	SS No. 453-62-3998
--------------	-------------------------------------	--------------------------	-----------------------

ID No.	NAME
4-179	Campbell, John D.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

HOURLY JOB RATING

NAME _____
 DEPARTMENT _____
 TITLE _____
 CLASS _____

JOB CODE 181
OCC. CODE _____
GRADE 5
DATE 11-18-65 (revised) (7-28-65)
ANALYST Bill Allen (RE 4-9-63)

GENERAL FUNCTION: To repair and make simple special rigging on patterns, also over haul, repair and rebuild flasks and binders.

- Performs the following duties in repairing and simple special rigging of patterns and in overhauling, repairing and rebuilding of flask and binders; matches and mounts all types patterns and makes adjustments to pattern and core boxes as necessary. Repairs and adjust flask and binders by welding or soldering as needed.
- Uses power tools and hand tools such as band saw, drill presses, milling machine, welding machines, wrenches, disc sander, and other hand tools as needed to perform job duties.
- Working from production schedule, pulls patterns from storage area for pattern chasers as needed.
- Keeps work area clean and orderly.
- Performs various other miscellaneous duties as required.
- Must furnish own tools as specified by supervisor.

[illegible]

METHOD OF PAYMENT

 HOURLY**INCENTIVE**

PIECE WORK

JOB NAME Pattern Repairman Class "B"

JOB CODE

TOTAL POINTS

EDUCATION	Ability to use fairly complicated drawings, advanced shop mathematics, various precision measuring instruments and good working knowledge of various wood and metal machinery. Four years high school or equivalent plus short term trades training.
EXPERIENCE	One to three years experience.
INITIATIVE AND INGENUITY	Ability to plan and perform a sequence of operations using standard methods or occasionally devises new methods, makes general decisions as to quality, tolerance and set-up. Devises special rigging as needed. Has working knowledge of foundry practices. Must know different types of production patterns in storage area.
PHYSICAL DEMAND	Sustained physical effort working regularly with light or average weight material in overhauling, repairing and rebuilding flasks and binders. Continuous activity.
MENTAL OR VISUAL DEMAND	Continuous mental and visual attention--diversified operations requiring constant alertness in making special rigging on patterns and in overhaul, repair and rebuilding duties.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Faulty set-up or operation of machine could cause damage to equipment such as welding machine, band saw, sanders, etc. Probable loss would seldom exceed \$250.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Careless layout or performance of duties could cause re-work or scrapping of materials and supplies. Probable loss would seldom exceed \$250.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of equipment or performance of duties could cause lost time accidents to other such as loss of fingers, hands, eye injuries, broken or crushed bones, etc.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.

WORKING
CONDITIONS

Good working conditions. May be slightly dirty, hot, noisy, etc.

UNAVOIDABLE
HAZARDS

Exposed to lost time accidents in working with power tools and equipment. Loss of fingers, hands, eye injury, broken or crushed bones, serious cuts, etc.

[G.C. EX. 44(e)]

HOURLY JOB RATING

Production
Pattern Shop
Pattern & Flask Repair

JOB CODE 342
OCC. CODE
GRADE 7
DATE (4-8-63) 11-26-65 (revised)
ANALYST Bill Allen

NAME Pattern Repairman Class "C"

DESCRIPTION OF DUTIES

GENERAL FUNCTION:

To work with and assist "A" Pattern Repairman in making special rigging on patterns, also overhaul, repair and rebuild flask and binders.

DUTIES:

1. Works with and assists others, uses initiative to learn and perform general pattern repairing duties, such as helping "A" and "B" Pattern Repairman in repairing, rigging of patterns and in overhauling, repairing and rebuilding of flasks and binders.
2. May use power tools and hand tools such as hand saw, drill press, welding machines, wrenches, hammer and hand sander and grinder, etc.
3. Keeps work area clean and orderly.
4. Performs various other miscellaneous duties as required.

* Must furnish own tools as specified by supervisor.

ST AUDIT

METHOD OF PAYMENT

☐ HOURLY☐ INCENTIVE☐ PIECE WORK

JOB NAME Pattern Repairman Class "C"JOB CODE: 342

TOTAL POINTS

EDUCATION	Ability to use fairly complicated drawings, advanced shop mathematics, various precision measuring instruments and good working knowledge of various wood and metal machinery. Four years high school or equivalent plus short term trades training.
EXPERIENCE	Six to twelve months related experience.
INITIATIVE AND INGENUITY	Ability to follow detailed instructions and make minor decisions involving the use of some judgment in helping rig and repair patterns and in the overhauling, repairing and rebuilding of flasks and binders.
PHYSICAL DEMAND	Works with light to average weight material continuously in repairing and rigging patterns.
MENTAL OR VISUAL DEMAND	Continuous mental and visual attention - diversified operation requiring constant alertness in overhauling, repairing and rebuilding flasks and binders.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Faulty set-up or operation of machine could cause damage to equipment such as welding machine, band saw, etc. Seldom over \$25.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Careless performance of duties could cause re-work or scrapping of material and supplies. Seldom exceed \$25.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of equipment or performance of duties could result in lost time and hurts to others such as loss of finger, hands, eye injury, broken or crushed bones.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.

WORKING
CONDITIONSGood working conditions. May be slightly dirty, hot,
noisy, etc.UNAVOIDABLE
HAZARDSExposed to lost time accidents in working with power
tools and equipment. Loss of fingers, hand, eye injury,
broken or crushed bones, serious cuts,

[G.C.EX. 45(a)]

PERSONNEL	SERVICE DATE	AGE AT EMPLOY.	YRS. OF SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	RET
QRO	7-20-64	20																											
ESS	Rt. #5	Swan, Texas																											
ADDRESS																													
ADDRESS																													
CATION	NAME AND LOCATION OF SCHOOL	CIRCLE LAST GRADE COMPLETED	YEAR	DEGREES OR HONORS REC'D																									
MMAR	Chase Grade School	1 2 3 4 5 6 7 8 X	XXXX																										
COL	Chase High School	1 2 3 4X																											
LEGE		1 2 3 4 5 6																											

ADDITIONAL QUALIFICATIONS, SKILLS, AND INTERESTS

DATE TEST PCT DATE TEST PCT

☐ HOME ☒ RENT ☐ BOARD ☐ LIVE WITH PARENTS ☐ SINGLE ☒ MARRIED ☐ WID. ☐ DIV. ☐ SEP.
 DEPENDENTS ☒ WIFE 1 CHILDREN OTHERS WIFE OR HUSBAND'S NAME Charlcie
 EXAM DATE 7-17-64 FOR ☐ LT ☐ MED ☒ HEAVY HT. 6-1 WT. 180 LBS. DATE ON RES. GP.

[G.C.EX. 45(b)]

STATUS CHANGE NOTICE

Last In: 8-15-65

Last Name	First Name	Middle Name	Sex	Badge No.	Code	Effective Date	
EASLEY	J.	D	M	7-602	1	2-20-66	
Shift	Dept. No.	Work Unit	Job No.	Grade	Rate	Step	Cost Center No.
From 1	2	N. Millroom	246	5	200	J	3523
To 1	2	N. Millroom	393	4	2.03	B	3701
EXPLANATION OF CODES							
0	Promotion	8	Mutual Agreement				
2	Transfer	9	Reorganization				
3	Being to Job Rate	10	Reclassification				
4	Transfer Between Payrolls	11	Other (Please write in)				

EXPERIENCE BEFORE COMING WITH TYLER PIPE

EXPERIENCE BEFORE COMING WITH TEEK PINE					
DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASON
8-62	7-64	A. J. Hunt Cont.	Ellinwood, Kansas	Pipe Inspector 1.50hr	no more
Summer	Work	Arapahoe Pipe Line	Ellinwood, Kan.	Pipe Line	

[illegible]

REASON:	E-EMPLOY	T-TRANSFER	M-MERIT INCREASE	TH-TRSF. FROM HRLY.	Q-QUIT
CODE:	P-PROMOTION	R-RECLASSIFY	A-ADJUST. INCREASE	LA-LEAVE OF ABSENCE	D-DISCHARGE

CLOCK No.	DEPT. N. P. Millroom	DATE OF BIRTH 12-5-43	SS No. 510-40-3944																					
ID No. 7-602	NAME Easley, Jerry Don	<table border="1"> <tr> <td>JAN</td> <td>FEB</td> <td>MAR</td> <td>APR</td> <td>MAY</td> <td>JUN</td> <td>JUL</td> <td>AUG</td> <td>SEP</td> <td>OCT</td> <td>NOV</td> </tr> </table>												JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV														

[G.C.EX. 45(d)]

HOURLY JOB RATING

DIVISION _____

JOB CODE 246DEPARTMENT North and South Plants

OCC. CODE _____

SECTION Fittings and Utility MillroomsGRADE 5

UNIT _____

DATE July 19, 1962ANALYST DavisJOB NAME PusherDESCRIPTION OF DUTIESGENERAL FUNCTION:

To coordinate, instruct, and oversee the jobs in the millrooms.
May also perform various millroom jobs.

DUTIES:

1. Coordinates, instructs, and oversees the jobs performed in millrooms. May also perform some of the jobs. Also, inspects equipment or tools regularly and sees that each station has materials needed.
2. Keeps records regarding the amount and type of work done each shift, and also records weights of each type of product run.
3. Works with foreman in keeping all work areas clean and orderly.
4. Performs other miscellaneous duties as required.

DATE

LAST AUDIT

METHOD OF PAYMENT

☐

HOURLY

☐

INCENTIVE

☐

PIECE WORK

JOB NAME Pusher

JOB CODE _____

TOTAL POINTS _____

EDUCATION

Requires use of simple arithmetic such as addition and subtraction of fractions together with simple measuring or weighing devices, caliper, scales, -- 2 years of high school or equivalent.

EXPERIENCE	1-2 years.
INITIATIVE AND INGENUITY	Plans and performs a sequence of operations, where a standard method is available and makes general decisions in regards to quality, tolerances, etc. Must know how to operate the different type of equipment and also know the different types of products.
PHYSICAL DEMAND	Light physical effort working light or average weight material.
MENTAL OR VISUAL DEMAND	Continuous mental and visual attention in performing duties and in keeping records.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Responsible for seeing that equipment is used properly to prevent damage to tools or equipment. Damage is seldom over \$100.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Responsible for jobs being performed properly and product being good in quality and quantity. Damage is seldom over \$100.
RESPONSIBILITY FOR SAFETY OF OTHERS	Responsible for each employee to follow safety precautions to prevent lost time accidents to others.
RESPONSIBILITY FOR WORK OF OTHERS	Usually indirectly responsible for 10 or more people.
WORKING CONDITIONS	Somewhat disagreeable due to exposure to normal foundry conditions, heat, dirt, dust, etc.
UNAVOIDABLE HAZARDS	Exposed to lost time accidents in working with or around moving equipment. Eye injuries, broken or crushed bones, etc.

[G.C.EX. 45(e)]

HOURLY JOB RATINGDIVISION ProductionJOB CODE 393DEPARTMENT Millroom

OCC. CODE _____

SECTION North Plant GRADE 4
 UNIT _____ DATE 2-29-64
 ANALYST Irvin Stroud
 JOB NAME Millroom Leadman

DESCRIPTION OF DUTIES

GENERAL FUNCTION: To assist Millroom Foremen in coordinating, overseeing and following up on a variety of duties necessary in processing pipe and fittings.

DUTIES:

1. Checks work schedule with foreman and coordinates work responsibilities with crew. Maintains a close watch on production processes so as to notice any change in quality of products or work stoppage because of difficulties. Works out processing problems and refers the more serious problems that arise to foreman. Assists workers in setting up machines, checks for readiness of operation, reports maintenance needs to foreman that needs to be done on weekends.
2. Coordinates with foreman on the indoctrination of new people, trains and gives instructions and /or assigns jobs to personnel as they catch up. Observes the performance and progress of personnel on work unit and may participate in various personnel action as may be required.
3. Reports current progress and/or problems of production, equipment or personnel to foreman throughout shift. Must know where foreman can be reached at all times in order to get help during emergencies such as breakdowns, work stoppage, bottlenecks, etc.
4. Keeps up with the reporting of employees such as making sure they are on the job during their scheduled hours. Also keeps various records and reports on the amount of production during shift.
5. Oversees areas to insure neat and orderly working conditions.
6. Performs other miscellaneous duties as required.

*John
M. Stroud
M. Stroud*

DATE

TEST AUDIT

at 1-24-67

Witness

Reporter

Cook

PAYMENT



HOURLY



INCENTIVE



PIECE WORK

JOB NAME Millroom LeadmanJOB CODE 393

TOTAL POINTS

EDUCATION	Requires the use of arithmetic and measuring instruments in gauging and inspecting pipe or fittings. Four years of high school or equivalent.
EXPERIENCE	Two to three years.
INITIATIVE AND INGENUITY	Requires the ability to plan and perform a sequence of varied jobs where standard operational methods are available. Helps to make general decisions as to proper set up of machines, scheduling of work and checking quality of production.
PHYSICAL DEMAND	Light physical effort as a rule, but may exert sustained physical effort as he works on special jobs or helps to overcome bottlenecks.
MENTAL OR VISUAL DEMAND	Continuous mental and visual attention needed to coordinate work schedules, assist in overseeing performance of men and in following up to see that production is of satisfactory quality.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Probable damage to equipment or process would seldom exceed \$250.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Probable loss due to damage or scrapping of materials or product would seldom exceed \$250.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless performance of duties may cause lost time accidents to others such as failing to adequately explain safety measures or to enforce them.
RESPONSIBILITY FOR WORK OF OTHERS	Assist in the coordinating, overseeing and following up the work of a group of up to 25 employees.

WORKING
CONDITIONSDisagreeable working conditions such as normal
foundry conditions of dust, dirt, heat and
noise.UNAVOIDABLE
HAZARDSExposed to lost time accidents in working around
moving machinery such as broken or crushed bones.

[G.C.EX. 46(a)]

PERSONNEL RECORD	SERVICE DATE	AGE AT EMPL.	W R F	SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	RE
	2-3-66	20																												
ADDRESS	Pt. #2, Winnsboro, Texas																													
ADDRESS	2111 1st Street, S.W.																													
ADDRESS																														

EDUCATION	NAME AND LOCATION OF SCHOOL	CIRCLE LAST GRADE COMPLETED	YEAR	DEGREES OR HONORS REC'D
GRAMMAR	Harmony Elem. School	1 2 3 4 5 6 7 8	XXXX	
HIGH SCHOOL		1 2 3 4		
COLLEGE		1 2 3 4 5 6		

HER

CIAL QUALIFICATIONS, SKILLS, AND INTERESTS	DATE	TEST	PCT	DATE	TEST	PCT

OWN HOME ☐ RENT ☐ BOARD ☐ LIVE WITH PARENTS ☐ SINGLE ☐ MARRIED ☐ WID. ☐ DIV. ☐ SEP.
 ENDENTS ☐ WIFE CHILDREN OTHERS ☐ WIFE OR HUSBAND'S NAME
 EXAM DATE 2/2/66 FOR ☐ LT ☐ MED ☐ HEAVY ☐ HT. 72 WT. 138 LBS. DATE ON RES.GP.

[G.C.EX. 46(b)]

STATUS CHANGE NOTICE

Linnit - 2-3-66

Last Name	First Name	Middle Name	Sex	Badge No.	Code	Effective Date	
Frazier	Tommy	W.	M	9-226	1	3/6/66	
Shift	Dept. No.	Work Unit	Job No.	Grade	Rate	Step	Cost Center No.
From 2	3	prod. finn.	278	11	150	3	2805
To 2	3	prod. finn.	108	8	165	B	2805

EXPLANATION OF CODES	
1	Promotion
2	Transfer
3	Bring to Job Rate
4	Transfer Between Payrolls
5	Leave of Absence
8	Mutual Agreement
9	Reorganization
10	Reclassification
11	Other (Please write in)

EXPERIENCE BEFORE COMING WITH TYLER PIPE

EXPERIENCE BEFORE COMING WITH TYLER TYPE					
DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASON
8-65	1-66	Index Geophysical Survey-Winnboro	Rod Man	1.25hr	no work
5-65	6-65	Bill Henderson-Pittsburg	Laborer	1.25hr	no work
7-65	?	Rensaw Brothers-Winnboro	Laborer	1.60hr	no work

EMPLOYMENT HISTORY

[illegible]

REASON	E-EMPLOY	T-TRANSFER	M-MERIT INCREASE	TH-TRSF. FROM HRLY.	Q-QUIT
CODE:	P-PROMOTION	R-RECLASSIFY	A-ADJUST. INCREASE	LA-LEAVE OF ABSENCE	D-DISCHARGE

CLOCK No.	DEPT. S.P. Special Finishing Shop	DATE OF BIRTH 4-9-45	SS No. 450-74-5635
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[illegible]

[G.C.EX. 46(d)]

HOURLY JOB RATINGS

DIVISION Production
 DEPARTMENT North & South Plants
 N All Areas
 JOB CODE 272
 OCC. CODE _____
 GRADE 11
 DATE (8-15-62) Revised 12-9-65
 ANALYST Bill Allen

NAME Laborer

DESCRIPTION OF DUTIES

GENERAL FUNCTION: Performs miscellaneous clean up duties and relief work.

DUTIES:

1. Performs miscellaneous clean up duties with shovel, wheelbarrow, or other hand tools as directed by foreman.
2. May also relieve or fill in for others as instructed by foreman.

DIT

12-9-65

PAYMENT

☐ HOURLY☐ INCENTIVE☐ PIECE WORKLaborerJOB CODE 272

EDUCATION

Ability to read, write and follow instructions.
Grammar school education or the equivalent.

EXPERIENCE

1 - 2 months related experience.

INITIATIVE
AND
INGENUITY

Requires the ability to follow simple instructions and the use of simple equipment where the employee is told exactly what to do in performing clean up duties and relief work.

PHYSICAL DEMAND	Sustained physical demand required in working with light or average weight material in cleaning up areas of plant as needed.
MENTAL OR VISUAL DEMAND	Requires frequent mental and visual demand in working with wheelbarrow, shovel and other hand tools in performing clean up duties.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Responsible for only wheelbarrow, shovel, and broom. Damage to equipment would be negligible.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Does not have any direct contact with product. Tries to prevent breakage to product when cleaning up. Damage is seldom over \$10.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Only reasonable care to prevent injury to others. Would be minor in nature should they occur.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.
WORKING CONDITIONS	Exposed to some undesirable working conditions - heat, dust, dirt. Exposed to normal foundry conditions such as stated above.
UNAVOIDABLE HAZARDS	Exposed to lost time accidents while working around moving machinery and hot materials such as, severe burns, broken or crushed bones, eye injuries from flying particles, etc.

[G.C.EX. 46(e)]

HOURLY JOB RATING

DIVISION	Production	JOB CODE	108
DEPARTMENT	South Plant	OCC. CODE	
SECTION	Production Finishing	GRADE	8
IT		DATE	Revised 10-13-65 (8-1-6)
		ANALYST	Bill Allen
JOB NAME Utility Man - Production Finishing			

DESCRIPTION OF DUTIES

GENERAL FUNCTION: Grinds a variety of castings on sanders and rock grinders located in the department.

DUTIES:

1. Grinds castings to accepted quality as instructed. Picks up and disposes castings manually or with hoist. Changes sanding belts and grinding wheels as instructed. Greases machine and empties dust collector as required.
2. Bends and assembles U-Bolts. Dip paints castings, and may be assigned to assembling split sleeves and other light assemblies. Blows out shavings and greases threads in fittings.
3. May drive department fork truck if regular driver is not available.
4. Keeps workplace clean and orderly at all times.
5. Performs other related miscellaneous duties as assigned.

DATE
LAST AUDIT

METHOD OF PAYMENT

☐ HOURLY

☐ INCENTIVE

☐ PIECE WORK

JOB NAME Utility Man - Production Finishing JOB CODE 108

TOTAL POINTS

EDUCATION

Able to read write and follow instructions.
Grammar school education or the equivalent.

EXPERIENCE

6 months to 1 year related experience.

INITIATIVE
AND
INGENUITY

Follow detailed instructions involving making of minor decisions and use of some judgment in grinding castings to accepted quality and in properly dip painting castings.

PHYSICAL
DEMAND

Sustained physical effort required in working with light to heavy weight material. Short cycle work in grinding castings - continuous activity.

MENTAL OR VISUAL DEMAND	Continuous mental and visual attention required in grinding castings to accepted quality and in properly dip painting castings.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Responsible for sanding belts and grinding wheels. Damage seldom over \$25.00
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Responsible to see that castings are properly ground. Damage to castings seldom over \$10.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Only reasonable care to own work to prevent injury to others, would be minor in nature should they occur.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.
WORKING CONDITIONS	Exposed to noise, heat, brass dust, and dirt. Must wear shields when sanding or grinding.
UNAVOIDABLE HAZARDS	Exposed to lost time accidents in sanding and grinding castings such as, loss of fingers, crushed hand, foot, eye injuries, etc.

[G.C.EX. 47(a)]

PERSONNEL	SERVICE DATE	AGE AT EMPLY.	OF																										
	2-22-65	32		SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
ADDRESS	Rt. #4, Grand Saline, Texas			PHONE none																									
ADDRESS				PHONE																									
ADDRESS				PHONE																									
EDUCATION	NAME AND LOCATION OF SCHOOL			CIRCLE LAST GRADE COMPLETED															YEAR	DEGREES OR HONORS REC'D									
AMMAR				1 2 3 4 5 6 7 8															XXXX										
EDUC	Van, Texas			K 2 3 4																									
EDUC				1 2 3 4 5 6																									

SPECIAL QUALIFICATIONS, SKILLS, AND INTERESTS		DATE TEST PCT	DATE TEST PCT
HOME <input type="checkbox"/> RENT <input type="checkbox"/> BOARD <input type="checkbox"/> LIVE WITH PARENTS <input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> WID. <input type="checkbox"/> DIV. <input type="checkbox"/> SEP.			
DEPENDENTS <input type="checkbox"/> WIFE <input checked="" type="checkbox"/> 4 CHILDREN OTHERS <input type="checkbox"/> WIFE OR HUSBAND'S NAME Om1 Jean			
EXAM DATE 2/3/65 FOR <input type="checkbox"/> LT <input type="checkbox"/> MED <input checked="" type="checkbox"/> HEAVY		HT 5-10 WT. 150 LBS. DATE ON RES.GP.	

[G.C.EX. 47(b)]

STATUS CHANGE NOTICE *Let's Go 5-23-65*

Last Name	First Name	Middle Name	Sex	Badge No.	Code	Effective Date
Fürst	E.	C.	M	9488	1	2-27-66
Shift	Dept. No.	Work Unit	Job No.	Grade	Rate	Sup
3rd		N.P. Maint	116	4	2.14	J.R.
To			113	2	2.32	B.R.
EXPLANATION OF CODES						
1	Promotion	8	Mutual Agreement			
2	Transfer	9	Reorganization			
3	Bring to Job Rate	10	Reclassification			
4	Transfer Between Payrolls	11	Other (Please write in)			
5	Leave of Absence					
6	Bring to Mark Rate					
7	Shift Change					
First Approval			Date		Final Approval	
<i>James C. Wyatt</i>			2-19-66		<i>M. J. A.</i>	
Second Approval			Date		Date	
<i>Joe Roberts</i>			2-21-66		<i>H. J. A.</i>	
					3-1-66	

1. PERSONNEL RECORDS - WHITE
2. 104 - YELLOW
3. PAYROLL - PINK
4. SUPERVISOR - GOLDENROD

EXPERIENCE BEFORE COMING WITH TYLER PIPE					
DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASON
1961	1965	Whitus & Whitus - Dallas	Laborer	3.00hr	distance
1956	1961	Self-Employed-Grand Saline	Farmer		

EFFECTIVE DATE	CODE	DEPT.	CLASSIFICATION	GRADE	RANGE	PRESENT SALARY	STEP	E OR NE	REMARKS
2-22-65	116	6050	Maint. Tech. "B"	4		2.03	B		E
5-23-65	116	6050	✓	4		2.14	J		3
2-27-66	113	6050	Maint. Tech. "D"	2		2.32	B		1
5-29-66	113	6050	✓	2		2.44	J		3
6-12-66	113	6050	✓	2		2.50	J		Sen. In.

Docket # 03-1769

Discussion

0 14 0000 02

100-2437

REASON	E-EMPLOY	T-TRANSFER	M-MERIT INCREASE	TH-TRSF. FROM HRLY.	Q-QUIT
CODE:	P-PROMOTION	R-RECLASSIFY	A-ADJUST. INCREASE	LA-LEAVE OF ABSENCE	D-DISCHARGE

CODE: P-1 PROMOTION		DEPT. Maintenance Shop-N.P.		DATE OF BIRTH 6-9-32		SS No. 464-48-1070												
CLOCK No.		ID No. 9-488		NAME Furrh, Elmer C.		<table border="1"> <tr> <td>JAN</td> <td>FEB</td> <td>MAR</td> <td>APR</td> <td>MAY</td> <td>JUN</td> <td>JULY</td> <td>AUG</td> <td>SEP</td> <td>OCT</td> <td>NOV</td> </tr> </table>		JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV
JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV								

[G.C.EX. 47(d)]

HOURLY JOB RATING

DIVISION Production
DEPARTMENT Maintenance
SECTION North and South Plants
UNIT Mechanical

JOB CODE _____ 772 _____
OCC. CODE _____
GRADE _____ 2 _____
DATE _____ Revised 12-9-65 (7-13-65)
ANALYST _____ Bill Allen _____

23 NAME Maintenance Mechanic "A"

DESCRIPTION OF DUTIES

GENERAL FUNCTION: To examine machines and mechanical equipment to diagnose source of trouble, dismantling or partially dismantling them and performing repairs or adjustments.

UTILIZES:

To examine machines and mechanical equipment to diagnose source of trouble, dismantling or partially dismantling them and performing repairs on all machinery and equipment located in the foundry.

Works from complicated and semi-complicated blueprints, interpret parts and service manual.

May set up, align and level equipment. Also may be called on to weld, burn, braze, or solder material. Cuts and fits pipe as required.

Capable of scheduling downtime work of self and others and may be required to instruct and follow up on the work of B & C Mechanics.

Keeps work area clean and orderly.

Performs other miscellaneous duties as required.

Must furnish own tools as specified by supervisor.

Crewleader: If appointed crewleader, will be responsible for instructing and assisting a group of mechanics. Also will perform same work as group, but will receive .05 per hour more than other Class "A" mechanics working in crew.

Joe Roberts 1-31-66

W. J. Stone 1-31-66

R. O. Dike 1-31-66

R. J. 1-31-66

12-9-65

METHOD OF PAYMENT

☐ HOURLY

☐ INCENTIVE

☐ PIECE WORK

Maintenance Mechanic "A"

JOB CODE 113

EDUCATION

Requires the use of complicated drawings, read and interpret parts lists, shop mathematics, handbook formulas, a variety of precision measuring instruments and some trade knowledge. Equivalent to 4 years of high school plus 3 - 4 years trades training.

EXPERIENCE	3 - 5 years.
INITIATIVE AND INGENUITY	Requires the ability to plan and perform unusual operations where general methods are available. Must use initiative to recommend re-design of functional deficiencies of equipment. Some judgment in prescribing proper repair to equipment. May make bill of materials for small construction jobs.
PHYSICAL DEMAND	Moderate physical effort to handle light and medium weights and occasionally heavy tools and equipment. May occasionally work in awkward positions.
MENTAL OR VISUAL DEMAND	Continuous mental and visual attention in operating tools and equipment and in making repairs.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Probable damage to equipment such as, levels, hoists, wrenches, and other measuring instruments is seldom over \$250.00.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Incorrect diagnosis of trouble and improper repair to equipment could cause damage seldom over \$250.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of machine or tools could cause lost time accidents to others such as, broken or crushed feet, loss of fingers, eye injuries, etc.
RESPONSIBILITY FOR WORK OF OTHERS	May instruct or assist one or two employees 50% or more of the time.
WORKING CONDITIONS	Somewhat disagreeable conditions due to exposure to heat, dust, grease, and some weather. Works odd hours as required.
UNAVOIDABLE HAZARDS	Exposure to incapacitating heavy machinery and could suffer while working with overhead structures.

[G.C.EX. 47(e)]

HOURLY JOB RATING

Production
 Maintenance
 North & South Plants
 Mechanical
 Maintenance Mechanic "B"

JOB CODE 116
 OCC. CODE 4
 GRADE 11-19-65 revised (7-13-62)
 DATE Bill Allen
 ANALYST

DESCRIPTION OF DUTIES

GENERAL FUNCTION: To examine machines and mechanical equipment to diagnose source trouble. Dismantling or partially dismantling them and performing repairs or adjustments.

- Examines machines and mechanical equipment to diagnose source of trouble; dismantling or partially dismantling them and performing repairs or adjustments on all machinery and equipment located in the foundry.
- Works from semi-complicated and simple blueprints, parts book and service manual.
- Has working knowledge of precision measuring instruments such as, calipers, micrometers, depth gauges, etc. and some working knowledge of welding, brazing and soldering.
- Capable of scheduling own work - some areas at downtime and may instruct "C" Mechanics.
- Keeps work area clean and orderly.
- Performs other miscellaneous duties as required.
- Must furnish own tools as specified by supervisor.

W. J. Jones 2-1-66
Joe Roberts - 2-1-66
Bo Bile - 1-31-66
J. J. 1-31-66

DATE

LAST AUDIT

METHOD OF PAYMENT

☐ HOURLY☐ INCENTIVE☐ PIECE WORK

JOB NAME Maintenance Mechanic "B"

JOB CODE 116

TOTAL POINTS

EDUCATION	Use of fairly complicated drawings and sketches, shop mathematics, variety of precision measuring instruments, some trade knowledge and equivalent to high school education.
EXPERIENCE	1 - 3 years related experience.
INITIATIVE AND INGENUITY	Ability to plan and perform a sequence of operations where standard method is available. Must make general decisions and use of judgment in installing, servicing, dismantling, rebuilding, and maintaining various equipment in the plant.
PHYSICAL DEMAND	Sustained physical effort using light medium tools and parts. Occasionally awkward work position.
MENTAL OR VISUAL DEMAND	Continuous mental and visual alertness required in installing, maintaining machinery.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Damage to measuring instruments and welding equipment is seldom over \$250.00.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Incorrect diagnosis of trouble and improper repair to equipment could cause damage seldom over \$250.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Constant care necessary to prevent serious injury to others but others may act to prevent being injured.
RESPONSIBILITY FOR WORK OF OTHERS	May instruct one or more employees 50% of the time.

WORKING
CONDITIONSSomewhat disagreeable. Exposed to dirt, grease, heat,
etc.UNAVOIDABLE
HAZARDSExposed to incapacitating accidents working around big
machinery. May be required to climb and work in high
places:

[G.C.EX. 48(a)]

PERSONNEL ORD	SERVICE DATE	AGE AT EMPL.	OF	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	RE
ESS	9-15-64	25	S-RVICE																										
ADDRESS	612 S. Saunders, Tyler, Texas																									PHONE	none		
ADDRESS																										PHONE			
ADDRESS																										PHONE			
EDUCATION	NAME AND LOCATION OF SCHOOL										CIRCLE LAST GRADE COMPLETED								YEAR	DEGREES OR HONORS REC'D									
MMAR											1	2	3	4	5	6	7	8	XXXX										
SCHOOL	Miller High School-Corpus										1	2	3	4															
COLLEGE											1	2	3	4	5	6													

U.S.A.P. High School Equevelent-Deploma

48

AL QUALIFICATIONS, SKILLS, AND INTERESTS				DATE	TEST	PCT	DATE	TEST	PCT
HOME <input checked="" type="checkbox"/> RENT <input type="checkbox"/> BOARD <input type="checkbox"/> LIVE WITH PARENTS <input type="checkbox"/> SINGLE <input checked="" type="checkbox"/> MARRIED <input type="checkbox"/> WID. <input type="checkbox"/> DIV. <input type="checkbox"/> SEP.									
WIFE 4 CHILDREN OTHERS				WIFE OR HUSBAND'S NAME Barbara Ann					
EXAM DATE 9/4/64 FOR <input type="checkbox"/> LT <input type="checkbox"/> MED <input checked="" type="checkbox"/> HEAVY				HT. 6-1 WT. 137 LBS. DATE ON RES. GP.					

[G.C.EX. 48(b)]

STATUS CHANGE NOTICE

Z. J. J. 15-2-65

Last Name	First Name	Middle Name	Sex	Badge No.	Code	Effective Date		
Gamblin,	R. O.		M	9-735	120	3-27-66		
Shift	Dept. No.	Work Unit	Job No.	Grade	Rate	Sup	Cost Center No.	
From	2	2	Pattern Shop	222	7	\$1.80	job	6001
To	2	2	Pattern Shop	327	5	\$1.91	base	6001
EXPLANATION OF CODES								
1	Promotion			8	Mutual Agreement			
2	Transfer			9	Reorganization			
3	Bring to Job Rate			10	Reclassification			
4	Transfer Between Payrolls			11	Other (Please write in)			
5	Leave of Absence							
6	Bring to Mark Rate							

EXPERIENCE BEFORE COMING WITH TYLER PIPE

DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASON
1963	1964	Allied Metal Prod.-Corpus	Sheet Metal	1.90hr	lay off
1962	1963	Texas Hwy. Dept.-Corpus	Laborer	1.85hr	better
1960	1961	Gulf Coastal Airline-Corpus	Sheet Metal	1.90hr	lay off

EMPLOYMENT HISTORY

[illegible]

EASON	E-EMPLOY	T-TRANSFER	M-MERIT INCREASE	TH-TRSF. FROM HRLY.	Q-QUIT
ODE:	P-PROMOTION	R-RECLASSIFY	A-ADJUST. INCREASE	LA-LEAVE OF ABSENCE	D-DISCHARGE

LOCK	DEPT.	DATE OF BIRTH	SS No.										
	Brass Foundry	4-29-38	453-50-7309										
ID No.	NAME	MONTHS											
9-735	Gamblin, Robert O.	JAN	FEB	MAR	APR	MAY	JNE	JLY	AUG	SEP	OCT	NOV	DEC

[G.C.EX. 48(d)]

HOURLY JOB RATING

DIVISION _____

JOB CODE 180DEPARTMENT Pattern Shop

OCC. CODE _____

SECTION Wood and Metal PatternsGRADE 7

UNIT _____

DATE 7-28-62ANALYST DavisJOB NAME Pattern Maker Class "D"DESCRIPTION OF DUTIESGENERAL FUNCTION:

To layout and fabricate simple wood and metal patterns to meet foundry requirements.

DUTIES:

1. Lays out and fabricates simple wood and metal patterns to meet foundry requirements. Also repairs and adjust patterns and equipment as needed.
2. Assist Class "A" and "B" Pattern Makers as needed.
3. Operates wood and metal working machinery and hand tools, such as grinders, drills, saws (both hand and power), buffers, carving tools, etc., as needed.
4. Keeps work area clean and orderly.
5. Performs various other miscellaneous duties as required.

DATE

LAST AUDIT

METHOD OF PAYMENT

☒ HOURLY☐ INCENTIVE☐ PIECE WORK

JOB NAME

Pattern Maker Class "D"

JOB CODE

TOTAL POINTS

2 EDUCATION	Requires use of fairly complicated drawings, shop mathematics, variety of precision measuring instruments. Some trade knowledge. Working knowledge of wood and metal working machinery and hand tools. 4 years high school or equivalent plus some trades training.
EXPERIENCE	3 months - 1 year.
INITIATIVE AND INGENUITY	Follow detailed instructions and make minor decisions involving use of some judgment as to laying out and fabricating or repairs to patterns, also in operation of equipment.
PHYSICAL DEMAND	Light physical effort working with light to average weight material. Machine time exceeds handling time.
MENTAL OR VISUAL DEMAND	Continuous mental and visual attention in laying out and performing simple work on patterns and in operating machinery.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Careless set-up or operation of various wood and metal working machines and hand tools could cause damage seldom over \$250.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Careless layout and fabrication could cause rework or scrapping of materials and supplies. Probable loss due to damage would seldom be over \$100.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of equipment or duties could cause lost time accidents to others such as serious cuts, eye injuries, loss of fingers, hands, etc.
RESPONSIBILITY FOR WORK OF OTHERS	None

**WORKING
CONDITIONS**Good working conditions. May be slightly hot, dirty,
noisy, etc.**UNAVOIDABLE
HAZARDS**Exposed to lost time accidents in working with power
tools and hand tools. Serious cuts, eye injuries, loss
of fingers, hands, broken or crushed bones, etc.

[G.C.EX. 48(e)]

HOURLY JOB RATINGDIVISION ProductionJOB CODE 327DEPARTMENT South Plant

OCC. CODE _____

SECTION Pattern ShopGRADE 5TITLE Wood & Metal PatternsDATE 7-28-62JOB NAME Pattern Maker Class "C"ANALYST DavisDESCRIPTION OF DUTIESGENERAL FUNCTION:To plan, layout, and fabricate wood or metal patterns to meet
requirements of foundry.DUTIES:

1. Plans, lays out and fabricates to specified tolerances wood or
metal patterns to meet foundry requirements. Also works from
simple blueprints.
2. Assists Class "A" and "B" Pattern Maker as needed.
3. Operates wood or metal machinery and hand tools, such as grinders,
scrapers, buffers, saws (both power and hand), joiners, milling
machines, and carving tools.
4. May be responsible for storing and keeping records on all master
and floor patterns, according to type and by number. Keeps
accurate record of all patterns checked out; to whom and when
returned. Must also be able to locate any type pattern quickly
and should be able to identify patterns visually as well as by
number.
5. Keeps work area clean and orderly.
6. Performs various other miscellaneous duties as required.

DATE

Lew

LAST AUDIT

9-1-64

G.W.

METHOD OF PAYMENT

☐ HOURLY☐ INCENTIVE☐ PIECE WORK

JOB NAME Pattern Maker Class "C"JOB CODE

TOTAL POINTS

EDUCATION	Requires the use of fairly complicated drawings, advanced shop mathematics, variety of precision measuring instruments. Some trade knowledge and working knowledge of wood and metal working machinery. 4 years high school or equivalent, plus short terms trade training.
EXPERIENCE	1 - 3 years.
INITIATIVE AND INGENUITY	Requires the ability to plan and perform a sequence of operations where a standard or recognized method is available, and to make general decisions regarding quality, tolerance, operation and set up.
PHYSICAL DEMAND	Light physical effort working regularly with light weight materials or occasionally average weight material.
MENTAL OR VISUAL DEMAND	Continuous mental and visual attention in planning and layout out work. Works to specified tolerances requiring manual dexterity.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Careless set-up or operation of various types of wood and metal working machinery and hand tools could cause damage to equipment seldom over \$250.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Careless layout and fabrication may cause rework or scrapping of materials and supplies. Probable loss is seldom over \$250.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of equipment or duties could cause lost time accidents to others such as eye injury, loss of fingers, hands, broken or crushed bones, etc.
RESPONSIBILITY FOR WORK OF OTHERS	None

WORKING
CONDITIONSGood working conditions. May be slightly dirty,
hot, dusty, noisy, etc.UNAVOIDABLE
HAZARDSExposed to lost time accidents in working with
power and hand tools. Serious cuts, loss of
fingers, hands, broken or crushed bones.

[G.C.EX. 49(a)]

SERVICE DATE	AGE AT EMPL.	YRS. OF SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	RE
6-22-64	20																											
Route #1, Box #103 Hawkins, Texas															PHONE 769-4103													
ADDRESS															PHONE													
ADDRESS															PHONE													

LOCATION	NAME AND LOCATION OF SCHOOL	CIRCLE LAST GRADE COMPLETED	YEAR	DEGREES OR HONORS REC'D
HAWKINS	Hawkins, Texas	1 2 3 4 5 6 7 8	XXXX	
HAWKINS	Hawkins, Texas	1 2 3 4		
COLLEGE		1 2 3 4 5 6		

49

SPECIAL QUALIFICATIONS, SKILLS, AND INTERESTS		DATE	TEST	PCT	DATE	TEST	PCT

☐ HOME ☐ RENT ☐ BOARD ☒ LIVE WITH PARENTS ☐ SINGLE ☐ MARRIED ☐ WID. ☐ DIV. ☐ SEP.
☐ PARENTS ☐ WIFE ☐ CHILDREN ☐ OTHERS ☐ WIFE OR HUSBAND'S NAME
 EXAM DATE 6-14-64 FOR ☐ LT ☐ MED ☒ HEAVY HT. 5-11 WT. 160 LBS. DATE ON RES. GP.

[G.C.EX. 49(b)]

STATUS CHANGE NOTICE

LAST - 7-25-65

Last Name	First Name	Middle Name	Sex	Badge No.	Code	Effective Date		
HAMMOND	OCIE	D.	M	B267	10	3-13-66		
From	Shift	Dept. No.	Work Unit	Job No.	Grade	Rate	Step	Cost Center No.
1	2		Pattern Shop	327	5	2.00	Job	6001
To	1	2	Pattern Shop.	184	3	2.19	Base	6001
EXPLANATION OF CODES								
①	Promotion			8	Mutual Agreement			
2	Transfer			9	Reorganization			
3	Change to Job Rate			(10)	Reclassification			
4	Transfer Between Payrolls			11	Other (Please write in)			
5	Leave of Absence							

EXPERIENCE BEFORE COMING WITH TYLER PIPE

DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASONS
		U. S. Army			

EFFECTIVE DATE	CODE	DEPT.	CLASSIFICATION	GRADE	RANGE	PRES S IRY	STEP	E OR NE	REMARKS
6-22-64	E	6001	Pattern Maker Class "D" 180	7		1.66	B		
7-23-64	180	6001	" 180	7		1.74	J		
1-29-65	120	6001	" 180	7		1.82	T		6
2-14-65	180	6001	-	7		1.88	T		11
3-25-65	327	6001	Pattern Maker C	5		1.91	B		1
7-25-65	327	6001	✓ ✓	5		2.00	J		3
3-13-66	184	6001	PATTERN MAKER "B"	3		2.19	B		1
1-12-66	184	6001	✓ ✓	3		2.25	B		11 Gen. J
6-19-66	184	6001	- -	3		2.34	J		3
1-3-67			Terminated						
						NATIONAL LABOR RELATIONS BOARD			
						Report No. 178			
						Isolated			
						Transferred			
						Isolated			
						In the matter of			
						Referred			

EASON	E-EMPLOY	T-TRANSFER	M-MERIT INCREASE	TH-TRSF. FROM HRLY.	Q-QUIT
ODE:	P-PROMOTION	R-RECLASSIFY	A-ADJUST. INCREASE	LA-LEAVE OF ABSENCE	D-DISCHARGE

LOCK O.	DEPT. Pattern Shop	DATE OF BIRTH 3-19-44	SS No. 451-68-8616																						
ID No. B-267	NAME Hammond, Ocie D.	<table border="1"> <tr> <td>JAN</td><td>FEB</td><td>MAR</td><td>APR</td><td>MAY</td><td>JUN</td><td>JUL</td><td>AUG</td><td>SEP</td><td>OCT</td><td>NOV</td><td>DEC</td> </tr> </table>												JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC														

[G.C.EX. 49(d)]

HOURLY JOB RATING

DIVISION Production JOB CODE 327
 DEPARTMENT South Plant OCC. CODE _____
 SECTION Pattern Shop GRADE 5
 UNIT Wood & Metal Patterns DATE 7-28-62
 ANALYST Davis
 JOB NAME Pattern Maker Class "C"

DESCRIPTION OF DUTIESGENERAL FUNCTION:

To plan, layout, and fabricate wood or metal patterns to meet requirements of foundry.

DUTIES:

1. Plans, lays out and fabricates to specified tolerances wood or metal patterns to meet foundry requirements. Also works from simple blueprints.
2. Assists Class "A" and "B" Pattern Maker as needed.
3. Operates wood or metal machinery and hand tools, such as grinders, scrapers, buffers, saws (both power and hand), joiners, milling machines, and carving tools.
4. May be responsible for storing and keeping records on all master and floor patterns, according to type and by number. Keeps accurate record of all patterns checked out; to whom and when returned. Must also be able to locate any type pattern quickly and should be able to identify patterns visually as well as by number.
5. Keeps work area clean and orderly.
6. Performs various other miscellaneous duties as required.

DATE

LAST AUDIT

Lew

7-1-64

G. L.

METHOD OF PAYMENT



HOURLY



INCENTIVE



PIECE WORK

JOB NAME Pattern Maker Class "C"JOB CODE TOTAL POINTS

EDUCATION	Requires the use of fairly complicated drawings, advanced shop mathematics, variety of precision measuring instruments. Some trade knowledge and working knowledge of wood and metal working machinery. 4 years high school or equivalent, plus short terms trade training.
EXPERIENCE	1 - 3 years.
INITIATIVE AND INGENUITY	Requires the ability to plan and perform a sequence of operations where a standard or recognized method is available, and to make general decisions regarding quality, tolerance, operation and set up.
PHYSICAL DEMAND	Light physical effort working regularly with light weight materials or occasionally average weight material.
MENTAL OR VISUAL DEMAND	Continuous mental and visual attention in planning and layout out work. Works to specified tolerances requiring manual dexterity.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Careless set-up or operation of various types of wood and metal working machinery and hand tools could cause damage to equipment seldom over \$250.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Careless layout and fabrication may cause rework or scrapping of materials and supplies. Probable loss is seldom over \$250.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of equipment or duties could cause lost time accidents to others such as eye injury, loss of fingers, hands, broken or crushed bones, etc.
RESPONSIBILITY FOR WORK OF OTHERS	None

**WORKING
CONDITIONS**

Good working conditions. May be slightly dirty, hot, dusty, noisy, etc.

**UNAVOIDABLE
HAZARDS**

Exposed to lost time accidents in working with power and hand tools. Serious cuts, loss of fingers, hands, broken or crushed bones.

[G.C.EX. 49(e)]

HOURLY JOB RATING

DIVISION _____ **JOB CODE** 134
DEPARTMENT Pattern Shop **OCC. CODE** _____
SECTION Wood & Metal Patterns **GRADE** 3
UNIT _____ **DATE** 7-27-62
ANALYST Davis
JOB NAME Pattern Maker Class "E"

DESCRIPTION OF DUTIES**GENERAL FUNCTION:**

To design, plan, layout and fabricate wood and metal patterns to meet requirements of foundry.

DUTIES:

1. Designs, plans, lays out and fabricates to very close and exact tolerances wood and metal patterns to meet foundry requirements. Also works with or without complex and detailed blueprints.
2. Operates wood and metal working machinery and hand tools such as joiners, saws (both power and hand), grinders, drills, wood and mill lathes, carving tools, etc., as needed to perform duties.
3. Keeps work area clean and orderly.
4. Performs various other miscellaneous duties as required.

TE
L **AUDIT**

METH **PAYMENT** ☐ **HOURLY** ☐ **INCENTIVE** ☐ **PIECE WORK**

JOB NAME Pattern Maker Class "B" JOB CODE

TOTAL POINTS

3 EDUCATION	Requires use of fairly complicated drawings and specifications, advanced shop mathematics, variety of precision measuring instruments. Some trade knowledge. Use of metal and wood working machinery. 4 years of high school plus short term trades training.
EXPERIENCE	3 - 5 years.
INITIATIVE AND INGENUITY	Ability to plan and perform unusual and difficult work where only general methods of operation are available and works with or without detailed blueprints. Uses considerable ingenuity, initiative and judgment in making decisions regarding job.
PHYSICAL DEMAND	Light physical effort in working with light, average or occasionally heavy materials. Machine time exceeds handling time.
MENTAL OR VISUAL DEMAND	Must concentrate mental and visual attention closely in planning, laying out complex work. Also must work to very close tolerances, requiring much manual dexterity.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Careless set-up or operation of various types of wood and metal working machinery or hand tools may cause damage seldom over \$250.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Careless layout or fabrication may cause rework or scrapping of materials and supplies. Probable loss is seldom over \$250.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of machinery or hand tools could cause lost time accidents to others such as serious cuts, loss of hands, fingers, broken or crushed bones, eye injury, etc.
RESPONSIBILITY FOR WORK OF OTHERS	None
WORKING CONDITIONS	Good working conditions. May be slightly dirty, dusty, noisy, hot, etc.

Exposed to lost time accidents in working with power tools, hand tools. Loss of hands, fingers, serious cuts, eye injuries, broken or crushed bones, etc.

[G.C.EX. 50(a)]

BONNEL ORD	SERVICE DATE	AGE AT EMPL.	VI	OF																										
	6-6-65	47			SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
RESS	Rt. 1, Box 59, Tyler, Texas																													
ADDRESS	PHONE LY3-1677																													
ADDRESS	PHONE																													
EDUCATION	NAME AND LOCATION OF SCHOOL										CIRCLE LAST GRADE COMPLETED										YEAR	DEGREES OR HONORS REC'D								
MMAR											1 2 3 4 5 6 7 8										XXXX									
CH H90L	Hosston High School Hosston, La.										1 (2) 3 4																			
LLIGE											1 2 3 4 5 6																			

EDUCATIONAL QUALIFICATIONS, SKILLS, AND INTERESTS				DATE	TEST	PCT	DATE	TEST	PCT

LIVE AT HOME <input type="checkbox"/>		RENT <input type="checkbox"/>	BOARD <input type="checkbox"/>	LIVE WITH PARENTS <input type="checkbox"/>	SINGLE <input type="checkbox"/>	MARRIED <input checked="" type="checkbox"/>	WID. <input type="checkbox"/>	DIV. <input type="checkbox"/>	SEP. <input type="checkbox"/>
DEPENDENTS <input type="checkbox"/>		WIFE <input type="checkbox"/>	CHILDREN <input type="checkbox"/>	OTHERS <input type="checkbox"/>	WIFE OR HUSBAND'S NAME				
EXAM DATE	OK FOR <input type="checkbox"/>	LT <input type="checkbox"/>	MED <input type="checkbox"/>	HEAVY <input type="checkbox"/>	HT.	WT.	LBS.	DATE ON RES.GP.	

[G.C.EX. 50(b)]

STATUS CHANGE NOTICE

Last Name	First Name	Middle Name	Sex	Badge No.	Code	Effective Date	
Humphreys	Lawrence	Benny	M	D-150	101	3/6/66	
Shift	Dept. No.	Work Unit	Job No.	Grade	Rate	Sup	Cost Center No.
From 2		N.P. Maint.	116	4	2.24	T	6050
To 2		" "	113	2	2.32	8	6050
EXPLANATION OF CODES							
① Promotion	8 Mutual Agreement						
2 Transfer	9 Reorganization						
3 Bring to Job Rate	⑩ Reclassification						
4 Transfer Between Payrolls	11 Other (Please write in)						
5 Leave of Absence							
6 Bring to Mock Rate							
7 Shift Change							
First Approval	Date	Final Approval	Date				
W. D. Ray	2/25/66	W. D. Ray	2-27-66				
Second Approval	Date	Wage & Salary Approval	Date				
O. O. Ray	2-26-66	W. D. Ray	3-7-66				

1. PERSONNEL RECORDS - WHITE
2. IMM - YELLOW

2. PAYROLL - PINK
4. SUPERVISOR - GOLDENROD

DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASON
9/62	12/62	Excello Corp, Det. Mich.	Laborer	\$2.78	no work
1/62	9/62	Smith Tank, Tyler, Texas	Laborer	\$1.60	Better
4/59	6/60	Maintenance Mech. (Tyler Pipe)		\$1.70	Better

EFFECTIVE DATE	CODE	DEPT.	CLASSIFICATION	GRADE	RANGE	PRESENT SALARY	STEP	E. OR NE	REMARKS
6-5-63	E	3	Maint M 1 "B"	4		\$1.76	8		
9-8-63	3	3	Maint Mech "B" 3.116	4		\$2.06	8		
9-8-63	3	3	Maint Mech "B" 3.116	4					
2-2-64	11	6050	Maint. Mech "B" 116	4		\$3.08	J		
9-6-64	116	6050	Maint. Mech. B	4		2.18	T		6
2-14-65	116	6050	" "	4		2.24	T		How far
3-6-66	113	6050	" "	2		2.32	B		1
6-5-66	113	6050	" "	2		2.44	T		3
6-12-66	113	6050	" "	2		2.60	T		11.3.66
NATIONAL LABOR RELATIONS BOARD									
Docket No. _____ OFFICIAL EXHIBIT NO. _____									
Disposition { Received _____									
{ Rejected _____									
I, the undersigned, _____									
do hereby certify _____									
Witness _____ Reporter _____									

REASON CODE:	E-EMPLOY P-PROMOTION	T-TRANSFER R-RECLASSIFY	M-MERIT INCREASE A-ADJUST. INCREASE	TH-TRSF. FROM HRLY. LA-LEAVE OF ABSENCE	Q-QUIT D-DISCHARGE								
LOCK to.	DEPT. #3 Maintenance	DATE OF BIRTH 11/13/15		SS No. 437-07-3384									
ID No. D-150	NAME Humphrie, Lawson Henry		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV

[G.C.EX. 50(d)]

HOURLY JOE RATING

116
JOB CODE
OCC. CODE
GRADE
DATE 11-19-65 revised (7-1)
ANALYST Bill Allen
NAME Maintenance Mechanic "B"

DESCRIPTION OF DUTIES

GENERAL FUNCTION: To examine machines and mechanical equipment to diagnose source of trouble. Dismantling or partially dismantling them and performing repairs or adjustments.

Examines machines and mechanical equipment to diagnose source of trouble; dismantling or partially dismantling them and performing repairs or adjustments on all machinery and equipment located in the foundry.

Works from semi-complicated and simple blueprints, parts book and service manual.

Has working knowledge of precision measuring instruments such as, calipers, micrometers, depth gauges, etc. and some working knowledge of welding, brazing and soldering.

Capable of scheduling own work - some areas at downtime and may instruct "C" Mechanics.

Keeps work area clean and orderly.

Performs other miscellaneous duties as required.

Must furnish own tools as specified by supervisor.

W. P. Jones 2-1-66
Joe Roberts - 2-1-66
P. O. Bile - 1-31-66
J. H. 1-31-66

FE
T AUDIT

METHOD OF PAYMENT

☐ HOURLY

☐ INCENTIVE

☐ PIECE WORK

JOB NAME Maintenance Mechanic "B"

JOB CODE 116

TOTAL POINTS

EDUCATION

Use of fairly complicated drawings and sketches, shop mathematics, variety of precision measuring instruments, some trade knowledge and equivalent to high school education.

EXPERIENCE

1 - 3 years related experience.

INITIATIVE AND INGENUITY	Ability to plan and perform a sequence of operations where standard method is available. Must make general decisions and use of judgment in installing, servicing, dismantling, rebuilding, and maintaining various equipment in the plant.
PHYSICAL DEMAND	Sustained physical effort using light medium tools and parts. Occasionally awkward work position.
MENTAL OR VISUAL DEMAND	Continuous mental and visual alertness required in installing, maintaining machinery.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Damage to measuring instruments and welding equipment is seldom over \$250.00.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Incorrect diagnosis of trouble and improper repair to equipment could cause damage seldom over \$250.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Constant care necessary to prevent serious injury to others but others may act to prevent being injured.
RESPONSIBILITY FOR WORK OF OTHERS	May instruct one or more employees 50% of the time.
WORKING CONDITIONS	Somewhat disagreeable. Exposed to dirt, grease, heat, etc.
UNAVOIDABLE HAZARDS	Exposed to incapacitating accidents working around big machinery. May be required to climb and work in high places.

[G.C.EX. 50(e)]

HOURLY JOB RATING

JOB CODE 127

OCC. CODE _____

GRADE 6DATE 7-26-67 Rev. 11-12-65ANALYST DavisDEPARTMENT Plant Engineering
Machine ShopNAME Machinist "C"

DESCRIPTION OF DUTIES

GENERAL FUNCTION:

To perform skills outlined in apprentice job description and also perform advanced operations on a variety of machine tools.

DUTIES:

1. Performs skills outlined for apprentice and also performs advanced operations on a variety of machine tools such as set up and perform work on boring and turning lathes, shapers, planers, and milling machines. Receives instructions from foreman and makes adjustment due to limitation of machine in order to determine speed, feeds, and depth of cut.
2. May assist "A" or "B" Machinist on more complex work.
3. Keeps work area and equipment clean and orderly.
4. Performs other miscellaneous duties as required.

Paul L. Hill 1-11-67
Frank Gibson 1-17-67

METHOD OF PAYMENT

☐ HOURLY☐ INCENTIVE☐ PIECE WORKJOB TITLE Maintenance Mechanic "A"JOB CODE 113

EDUCATION

Requires the use of complicated drawings, read and interpret parts lists, shop mathematics, handbook formulas, a variety of precision measuring instruments and some trade knowledge. Equivalent to 4 years of high school plus 3 - 4 years trades training.

EXPERIENCE	3 - 5 years.
INITIATIVE AND INGENUITY	Requires the ability to plan and perform unusual operations where general methods are available. Must use initiative to recommend re-design of functional deficiencies of equipment. Some judgment in prescribing proper repair to equipment. May make bill of materials for small construction jobs.
PHYSICAL DEMAND	Moderate physical effort to handle light and medium weights and occasionally heavy tools and equipment. May occasionally work in awkward positions.
MENTAL OR VISUAL DEMAND	Continuous mental and visual attention in operating tools and equipment and in making repairs.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Probable damage to equipment such as, levels, hoists, wrenches, and other measuring instruments is seldom over \$250.00.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Incorrect diagnosis of trouble and improper repair to equipment could cause damage seldom over \$250.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of machine or tools could cause lost time accidents to others such as, broken or crushed feet, loss of fingers, eye injuries, etc.
RESPONSIBILITY FOR WORK OF OTHERS	May instruct or assist one or two employees 50% or more of the time.
WORKING CONDITIONS	Somewhat disagreeable conditions due to exposure to heat, dust, grease, and some other. Works odd hours as required.
UNAVOIDABLE HAZARDS	Exposure to incapacitating accidents while working with heavy machinery and could fall from overhead structures.

897

[G.C.EX. 51(a)]

PERSONNEL	SERVICE DATE	AGE AT EMPLY.	YRS. O.																									
				SERVIC. 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 RET																								
NAME	521 W. Mims Tyler, Texas																								PHONE	LY 3-1418		
ADDRESS																									PHONE			
ADDRESS																									PHONE			
EDUCATION	NAME AND LOCATION OF SCHOOL										CIRCLE LAST GRADE COMPLETED										YEAR	DEGREES OR HONORS REC'D						
HIGH SCHOOL	Marsh & Roberts-Tyler										1 2 3 4 5 6 7 8										XXXX							
HIGH SCHOOL	John Tyler, Tyler										1 2 3 4										1964							
COLLEGE											1 2 3 4 5 6																	

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EDUCATIONAL QUALIFICATIONS, SKILLS, AND INTERESTS		DATE TEST	PCT	DATE TEST	PCT

☐ HOME ☐ RENT ☐ BOARD ☒ LIVE WITH PARENTS ☐ SINGLE ☐ MARRIED ☐ WID. ☐ DIV. ☐ SEP.
☐ WIFE ☐ CHILDREN ☐ OTHERS ☐ WIFE OR HUSBAND'S NAME
 EXAM DATE 3-22-66 FOR ☐ LT ☐ MED ☐ HEAVY HT. 5-10 WT. 140 LBS. DATE ON RES. GP.

[G.C.EX. 51(b)]

STATUS CHANGE NOTICE *Inst. Dir. 9-8-64*

Last Name	First Name	Middle Name	Sex	Badge No.	Code	Effective Date		
Head	L.	W.	M	C-025	1	3-13-1966		
From	Shift	Dept. No.	Work Unit	Job No.	Grade	Rate	Step	Cost Center No.
3			Mold Boring Shop	132	8	1.73	J	6013
To	3		Mold Boring Shop	127	6	1.81	B	6013
EXPLANATION OF CODES								
(1) Promotion				8	Mutual Agreement			
2 Transfer				9	Reorganization			
3 Bring to Job Rate				10	Reclassification			
4 Transfer Between Payrolls				11	Other (Please write in)			
5 Leave of Absence								
6 Bring to Med. Rate								
7 Shift Change								
First Approval				Date		Final Approval		
<i>[Signature]</i>				3-7-66		<i>[Signature]</i>		
Second Approval				Date		Wage & Salary Approval		
				3-7-66		<i>H.J.A.</i> 3-14-66		

1. PERSONNEL RECORDS - WHITE
2. DATA PROCESSING - GOLDENROD

3. TIMEKEEPING - PINK
4. SUPERVISOR - YELLOW

[G.C.EX. 51(c)]

EXPERIENCE BEFORE COMING WITH TYLER PIPE

DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASON
12-62	4-64	Broadway Repair Shop-Tyler	Machanic	37.00wk	school

EMPLOYMENT HISTORY

EFFECTIVE DATE	CODE	DEPT.	CLASSIFICATION	GRADE	RANGE	PRESENT SALARY	STEP	E OR NE	REMARKS
5-27-64	E	3805	prentice Mach- inist 132	8		1.59	B		
8-30-64	132	3867	" 132	8		1.67	J		
9-8-64	132	3807	" 132	8		1.67	J		Part Time
2-14-65	132	3807	"	8		1.73	J		11
11-31-65	132	3807		8		1.73	J		Full Time
2-13-66	132	6013		8		1.73	J		11
3-13-66	127	6013	MACHINIST "C"	6		1.81	B		1
5-27-66	127	3807		6		1.81	B		2
6-12-66	127	6013		6		1.96	J		3rd Time
									NATIONAL LABOR RELATIONS BOARD
									ocket Encl. - OFFICIAL EXHIBIT EC 100
									Disposition { Received
									Reassigned
									1
									in the matter of
									ata 7 Witness

REASON E-EMPLOY T-TRANSFER M-MERIT INCREASE TH-TRSF. FROM HRLY. Q-QUIT
 CODE: P-PROMOTION R-RECLASSIFY A-ADJUST. INCREASE LA-LEAVE OF ABSENCE D-DISCHARGE

CLOCK No.	DEPT. Machine Shop	DATE OF BIRTH 3-14-46	SS No. 449-74-0862											
ID No. C-025	NAME Head. Larry W.	<table border="1"> <tr> <td>JAN</td><td>FEB</td><td>MAR</td><td>APR</td><td>MAY</td><td>JUN</td><td>JULY</td><td>AUG</td><td>SEP</td><td>OCT</td><td>NOV</td> </tr> </table>		JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV
JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV				

[G.C.EX. 51(d)]

HOURLY JOB RATING

DIVISION Plant Engineering
 DEPARTMENT Machine Shop
 SECTION IT

JOB CODE 132
 OCC. CODE
 GRADE 8
 DATE (7-26-62) 11-12-65 Revised
 ANALYST Bill Allen

JOB NAME Apprentice Machinist

DESCRIPTION OF DUTIES

GENERAL FUNCTION: To work with and assist others, learns and performs general machine shop duties applicable to an apprentice status.

DUTIES:

1. Under supervision works with and assists others; uses initiative to learn and perform general machine shop duties such as: sharpens cutting tools including carbide, drills, and other single point tools, disassembles, repairs and reassembles various machines such as, lathes, drill press, milling machines and precision measuring instruments. Also sets up and performs simple turning jobs on lathes, single drill press and simple milling machine.
2. Keeps work area clean and orderly.
3. Performs other miscellaneous duties as required.

NOTE: Reliability, aptitude, compliance with oral and written instructions, ability to work with others, neatness, and good judgment are qualifying aspects.

Sign. 1-14-66
Paul Lilly
1-14-66

DATE
 LAST AUDIT

METHOD OF PAYMENT



HOURLY



INCENTIVE



PIECE WORK

JOB NAME

Apprentice Machinist

JOB CODE

132

TOTAL POINTS

EDUCATION

Learning to use fairly complicated drawings, advanced shop mathematics and a variety of precision measuring instruments. High school education or equivalent.

EXPERIENCE

Up to 3 months related experience.

INITIATIVE AND INGENUITY	Follows detailed instructions and makes minor decisions involving use of some judgment. Uses initiative to learn and be able to perform different jobs such as, sharpening cutting tools, disassembling, repairing and reassembling various machines and performing simple turning jobs on lathe, drill press or milling machine.
PHYSICAL DEMAND.	Sustained physical effort working with light or average weight material. Continuous activity in learning the performance of duties required.
MENTAL OR VISUAL DEMAND	Continuous mental and visual attention in learning to operate machines, sharpening tools and performing repair work on various machines.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Responsible for equipment or machines. Damage seldom exceed \$25.00.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Responsible for performing jobs correctly and carefully in order to prevent damage to material being worked on. Damage seldom exceeds \$100.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of machine could cause lost time accidents to others such as, eye injury, loss of fingers, broken or crushed bone.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.
WORKING CONDITIONS	Typical machine shop conditions, slightly dirty, noisy, greasy, etc.
UNAVOIDABLE HAZARDS	Exposed to lost time accidents in working with power tools and machines. Loss of fingers, eye injury, broken or crushed bones.

HOURLY JOB RATING

Plant Engineering
Machine Shop

Machinist "C"

JOB CODE _____ 127 _____
OCC. CODE _____
GRADE _____ 6 _____
DATE _____ 7-29-52 Rev. 11-12-55 _____
ANALYST _____ Davis _____

DESCRIPTION OF DUTIES

FEDERAL FUNCTIONS

To perform skills outlined in apprentice job description and also perform advanced operations on a variety of machine tools.

455

1. Performs skills outlined for apprentice and also performs advanced operations on a variety of machine tools such as set up and perform work on boring and turning lathes, shapers, planers, and milling machines. Receives instructions from foreman and makes adjustment due to limitation of machine in order to determine speed, feeds, and depth of cut.
2. May assist "A" or "3" Machinist on more complex work.
3. Keeps work area and equipment clean and orderly.
4. Performs other miscellaneous duties as required.

WORK.
 Y.
 3.
 Paul T. [unclear]
 [unclear]

[illegible]**OF PAYMENT****HOURLY****INCENTIVE**

PIECE WORK

101 NAME Mechanic "C"

ICE CODE 127

TOTAL POINTS

EDUCATION

Requires use of fairly complicated drawings, advanced mathematics, and a variety of precision measuring instruments. Some trade knowledge. High school education or equivalent plus short term trade training.

EXPERIENCE	1 - 3 Years Related Experience
INITIATIVE AND INGENUITY	Follows detailed instructions in making minor decisions involving use of some judgment in setting up work in performing duties. Takes initiative to learn more difficult operations and set-ups.
PHYSICAL DEMAND	Sustained physical effort working with light or average weight material. Continuous activity.
MENTAL OR VISUAL DEMAND	Continuous mental and visual attention in setting up work and performing duties with machine.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Responsible for operating machine properly to prevent damage to it. Damage would seldom run over \$250.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Responsible for performing work right on product and making set up. Damage is seldom over \$100.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of machine could cause lost time accidents to others such as eye injury, loss of fingers broken or crushed bones.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for over work only.
WORKING CONDITIONS	Typical Machine Shop conditions - slightly dirty, noisy, greasy.
UNAVOIDABLE HAZARDS	Exposed to lost time accidents in working with high machinery. Accidents would be in nature of eye injury, loss of fingers, broken or crushed bones.

[G.C.EX. 52(a)]

PERSONNEL	SERVICE DATE	AGE AT EMPLOY.	S. OF																										
ORD	2-15-66	79	SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	R
RES	Box 74, Whitehouse, Texas		PHONE TE 94836																										
ADDRESS			PHONE																										
ADDRESS			PHONE																										
EDUCATION	NAME AND LOCATION OF SCHOOL		CIRCLE LAST GRADE COMPLETED															YEAR	DEGREES OR HONORS REC'										
MMAR	Whitehouse, Texas		1 2 3 4 5 6 7 8															XXXX											
H			1 2 3 4																										
SCHOOL			1 2 3 4 5 6																										
COLLEGE																													

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AL QUALIFICATIONS, SKILLS, AND INTERESTS				DATE	TEST	PCT	DATE	TEST	PC
HOME <input type="checkbox"/> RENT <input type="checkbox"/> BOARD <input type="checkbox"/> LIVE WITH PARENTS <input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> WID. <input type="checkbox"/> DIV. <input type="checkbox"/> SEP.									
DEPENDENTS <input type="checkbox"/> WIFE <input type="checkbox"/> CHILDREN <input type="checkbox"/> OTHERS <input type="checkbox"/> WIFE OR HUSBAND'S NAME									
EXAM DATE 3-15-66 FOR <input type="checkbox"/> LT <input type="checkbox"/> MED <input type="checkbox"/> HEAVY				HT. 5-9		WT. 125 LBS.		DATE ON RES.GP.	

[G.C.EX. 52(b)]

STATUS CHANGE NOTICE

Validated 2-15-66

Last Name	First Name	Middle Name	Sex	Badge No.	Code	Effective Date		
Ivy	Connie	Ray	M	D 327	1	3/6/66		
Shift	Dept. No.	Work Unit	Job No.	Grade	Rate	Step	Cost Center No.	
From 2	3	prod. finn	278	11	150	B	2805	
To 2	3	prod. finn	108	8	165	B	2805	
EXPLANATION OF CODES								
1 Promotion				8 Mutual Agreement				
2 Transfer				9 Reorganization				
3 Bring to Job Rate				10 Reclassification				
4 Transfer Between Payrolls				11 Other (Please write in)				
5 Leave of Absence								
6 Bring to Mark Rate								
7 Shift Change								
First Approval			Date	Final Approval			Date	
[Signature]			3/2/66	[Signature]				
Second Approval			Date	Wage & Salary Approval			Date	
[Signature]				[Signature]			3-7-66	

1. PERSONNEL RECORDS - WHITE
2. DATA PROCESSING - GOLDENROD

3. TIMEKEEPING - PINK
4. SUPERVISOR - YELLOW

[G.C.EX. 52(c)]

EXPERIENCE BEFORE COMING WITH TYLER PIPE

EXPERIENCE BEFORE COMING WITH WEEK 1-55					
DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASON
3/63	6/63	Climatic Air Inc. Tyler	Assembly Line	\$1.25 hr.	seasonal
1961	3/63	Kelley Sheet Metal Works, Tyler	Duck-work	\$1.50 hr.	lay off
1960	1961	A. T. Shaban Grocery Co., Whitehouse	Helper	\$4.0 weekly	part time

EMPLOYMENT HISTORY

[illegible]

REASON	E-EMPLOY	T-TRANSFER	M-MERIT INCREASE	TH-TRSF. FROM HRLY.	Q-QUIT
CODE:	P-PROMOTION	R-RECLASSIFY	A-ADJUST. INCREASE	LA-LEAVE OF ABSENCE	D-DISCHARGE

LOCK.	DEPT.	DATE OF	SS										
lo.	Special Finishing Shop	BIRTH Feb. 2, 1944	No. 463-70-2992										
ID NO.	NAME	JAN FEB MAR APL MAY JUNE JULY AUG SEP OCT NOV											
D 327	IVY, Connie Ray												

[G.C.EX. 52(d)]

HOURLY JOB LISTING

Division Production
Department North & South Plants
Section All Areas

JOB CODE _____
 OCC. CODE _____
 GRADE 11
 DATE (8-15-62) Revised 12-2-65
 ANALYST Bill Allen

No. 908 Laborer

DESCRIPTION OF DUTIES

GENERAL FUNCTION:

Performs miscellaneous clean up duties and relief work.

DUTIES:

1. Performs miscellaneous clean up duties with shovel, wheelbarrow, or other hand tools as directed by foreman.
2. May also relieve or fill in for others as instructed by foreman.

AUDIT

12-1-68

DEPARTMENT

☐ HOURLY☐ INCENTIVE☐ PIECE WORK

Laborer

JOB CODE: 273

//

EDUCATION

Ability to read, write and follow instructions.
Grammar school education or the equivalent.

EXPERIENCE

1 - 2 months related experience.

INITIATIVE
AND
INGENUITY

Requires the ability to follow simple instructions and the use of simple equipment where the employee is told exactly what to do in performing clean up duties and relief work.

PHYSICAL
DEMAND

Sustained physical demand required in working with light or average weight material in cleaning up areas of plant as needed.

MENTAL OR
VISUAL DEMAND

Requires frequent mental and visual demand in working with wheelbarrow, shovel and other hand tools in performing clean up duties.

RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Responsible for only wheelbarrow, shovel, and broom. Damage to equipment would be negligible.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Does not have any direct contact with product. Tries to prevent breakage to product when cleaning up. Damage is seldom over \$10.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Only reasonable care to prevent injury to others. Would be minor in nature should they occur.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.
WORKING CONDITIONS	Exposed to some undesirable working conditions - heat, dust, dirt. Exposed to normal foundry conditions such as stated above.
UNAVOIDABLE HAZARDS	Exposed to lost time accidents while working around moving machinery and hot materials such as, severe burns, broken or crushed bones, eye injuries from flying particles, etc.

[G.C.EX. 52(e)]

HOURLY JOB RATING

DIVISION	Plant Engineering	JOB CODE	108
DEPARTMENT	Machine Shop	OCC. CODE	
SECTION	Production Finishing	GRADE	8
UNIT		DATE	Revised 10-13-65 (8-1-65)
		ANALYST	Bill Allen

JOB NAME Utility Man - Production Finishing

DESCRIPTION OF DUTIES

GENERAL FUNCTION: Grinds a variety of castings on sanders and rock grinder located in the department.

DUTIES:

1. Grinds castings to accepted quality as instructed. Picks up and disposes castings manually or with hoist. Changes sanding belts and grinding wheels as instructed. Greases machine and empties dust collector as required.

2. Bends and assembles U-Bolts. Dip paints castings, and may be assigned to assembling split sleeves and other light assemblies. Blows out shavings and greases threads in fittings.
3. May drive department fork truck if regular driver is not available.
4. Keeps workplace clean and orderly at all times.
5. Performs other related miscellaneous duties as assigned.

DATE
LAST AUDIT

10-13-55

METHOD OF PAYMENT

☒ HOURLY☐ INCENTIVE☐ PIECE WORK

JOB NAME Utility Man - Production Finishing JOB CODE 108

INTS

EDUCATION

Able to read write and follow instructions.
Grammar school education or the equivalent.

EXPERIENCE

6 months to 1 year related experience.

INITIATIVE
AND
INGENUITY

Follow detailed instructions involving making of minor decisions and use of some judgment in grinding castings to accepted quality and in properly dip painting castings.

PHYSICAL
DEMAND

Sustained physical effort required in working with light to heavy weight material. Short cycle work in grinding castings - continuous activity.

MENTAL OR
VISUAL DEMAND

Continuous mental and visual attention required in grinding castings to accepted quality and in properly dip painting castings.

RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Responsible for sanding belts and grinding wheels. Damage seldom over \$25.00
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Responsible to see that castings are properly ground. Damage to castings seldom over \$10.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Only reasonable care to own work to prevent injury to others, would be minor in nature should they occur.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.
WORKING CONDITIONS	Exposed to noise, heat, brass dust, and dirt. Must wear shields when sanding or grinding.
UNAVOIDABLE HAZARDS	Exposed to lost time accidents in sanding and grinding castings such as, loss of fingers, crushed hand, foot, eye injuries, etc.

[G.C.EX. 53(a)]

PERSONNEL RECORD	SERVICE DATE	AGE AT EMPLY.	S. OF	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
ADDRESS	2806 Amy Lane St.,	Tyler, Texas																										
PHONE	LY 3-5302																											
ADDRESS																												
ADDRESS																												
EDUCATION	NAME AND LOCATION OF SCHOOL										CIRCLE LAST GRADE COMPLETED										YEAR	DEGREES OR HONORS REC						
GRAMMAR	Lone Star, Texas										1 2 3 4 5 6 7 8										XXXX							
HIGH SCHOOL	New Braunfels High School										1 2 3 4																	
COLLEGE											1 2 3 4 5 6																	
OTHER	53																											
SPECIAL QUALIFICATIONS, SKILLS, AND INTERESTS															DATE	TEST	PCT	DATE	TEST	PC								
OWN HOME <input type="checkbox"/> RENT <input type="checkbox"/> BOARD <input checked="" type="checkbox"/> LIVE WITH PARENTS <input type="checkbox"/> SINGLE <input checked="" type="checkbox"/> MARRIED <input type="checkbox"/> WID. <input type="checkbox"/> DIV. <input type="checkbox"/> SEP.																												
DEPENDENTS <input type="checkbox"/> WIFE <input type="checkbox"/> CHILDREN <input type="checkbox"/> OTHERS <input type="checkbox"/> WIFE OR HUSBAND'S NAME															Esperanza													
EXAM DATE <input type="checkbox"/> OK FOR <input type="checkbox"/> LT <input type="checkbox"/> MED <input type="checkbox"/> HEAVY															HT. 5-6 WT. 177 LBS. DATE ON RES. GP.													

[G.C.EX. 53(b)]

STATUS CHANGE NOTICE *1-18-66*

Last Name	First Name	Middle Name	Sex	Badge No.	Code	Effective Date	
Lopez	Jesus V.	Jr.	M	G-665	1	2-27-66	
Shift	Dept. No.	Work Unit	Job No.	Grade	Rate	Sup	Cost Center No.
From 1	2	P.M. Wheels	278	11	1.50	B	3562
To 1	2	P.M. Wheels	303	10	1.54	B	3562
EXPLANATION OF CODES							
1	Promotion			8	Mutual Agreement		
2	Transfer			9	Reorganization		
3	Bring to Job Rate			10	Reclassification		
4	Transfer Between Payrolls			11	Other (Please write in)		
5	Leave of Absence						
6	Bring to Mark Rate						
7	Shift Change						
First Approval				Final Approval			
<i>Cesar Elliott</i> 2-17-66				<i>Bill [illegible]</i> 2-18-66			
Second Approval				Wage & Salary Approval			
<i>Pete [illegible]</i> 2-17-66				<i>N.J.A.</i> 3-1-66			

1. PERSONNEL RECORDS - WHITE
2. DATA PROCESSING - GOLDENROD

3. TIMEKEEPING - PINK
4. SUPERVISOR - YELLOW

EXPERIENCE BEFORE COMING WITH TYLER PIPE					
DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASONS
11-64	1-66	S. C. Barczewski-Tyler	Laborer	250.00mo	Part Time

[illegible]

CLOCK No.	DEPT. N.P. Perm. Mold Wheels	DATE OF BIRTH	5-13-44	SS No. 465-68-4421																	
ID No. G-665	NAME Lopez, Jesus V., Jr.	<table border="1"> <tr> <td>JAN</td> <td>FEB</td> <td>MAR</td> <td>APR</td> <td>MAY</td> <td>JUN</td> <td>JUL</td> <td>AUG</td> <td>SEP</td> <td>OCT</td> <td>NOV</td> <td>DEC</td> </tr> </table>								JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC										

HOURLY JOB LISTING

DIVISION Production JOB CODE 378
DEPARTMENT North & South Plants OCC. CODE _____
CITY All Areas GRADE 11
DATE (8-15-62) Revised 12-9-65
ANALYST Bill Allen
JOB NAME Laborer

DESCRIPTION OF SERIES

GENERAL FUNCTION: Performs miscellaneous clean up duties and relief work.

DUTIES:

1. Performs miscellaneous clean up duties with shovel, wheelbarrow, or other hand tools as directed by foreman.
2. May also relieve or fill in for others as instructed by foreman.

[Handwritten signature]

AUDIT

MODE OF PAYMENT

☐ HOURLY

☐ INCENTIVE

☐ PIECE WORK

Laborer

JOB CODE 278

EDUCATION

Ability to read, write and follow instructions.
Grammar school education or the equivalent.

EXPERIENCE

1 - 2 months related experience.

INITIATIVE
AND
INGENUITY

Requires the ability to follow simple instructions and the use of simple equipment where the employee is told exactly what to do in performing clean up duties and relief work.

PHYSICAL
DEMAND

Sustained physical demand required in working with light or average weight material in cleaning up areas of plant as needed.

MENTAL OR VISUAL DEMAND	Requires frequent mental and visual demand in working with wheelbarrow, shovel and other hand tools in performing clean up duties.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Responsible for only wheelbarrow, shovel, and broom. Damage to equipment would be negligible.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Does not have any direct contact with product. Tries to prevent breakage to product when cleaning up. Damage is seldom over \$10.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Only reasonable care to prevent injury to others. Would be minor in nature should they occur.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.
WORKING CONDITIONS	Exposed to some undesirable working conditions - heat, dust, dirt. Exposed to normal foundry conditions as stated above.
UNAVOIDABLE HAZARDS	Exposed to lost time accidents while working around moving machinery and hot materials such as, severe burns, broken or crushed bones, eye injuries from particles, etc.

[G.C.EX. 53(e)]

HOURLY JOB RATING

DIVISION Production
 DEPARTMENT North Plant
 SECTION Permanent Mold Unit
 POST

JOB CODE 303
 OCC. CODE
 GRADE 10
 DATE Revised 3-26-65
 ANALYST Bill Allen

JOB NAME Core Scraper

DESCRIPTION OF DUTIES

GENERAL FUNCTION: To scrape fins from cores and puncture air vent in closed end of cores.

DUTIES:

1. Removes core from push cart and inspects for flaws, scrapes fins from usable cores by hand, using rat-file, and stacks cores for core setter to use according to type. Usually works with about five to six different types of cores.
2. May occasionally bring cores from core machine to scrapping station by use of push cart.
3. Keeps work area clean and orderly.
4. Performs various other miscellaneous duties.

DATE
LAST AUDIT

METHOD OF PAYMENT



HOURLY



INCENTIVE



PIECE WORK

JOB NAME Core ScraperJOB CODE 303TOTAL POINTS 16.5 - 10

EDUCATION

Ability to read, write, and follow instructions.
Grammar school education or the equivalent.

EXPERIENCE

Up to three months related experience.

INITIATIVE
AND
INGENUITY

Must visually inspect each core for flaws, scrape fins, and vent properly for use on permanent mold wheels.

PHYSICAL
DEMAND

Sustained physical effort working with light weight materials. Continuous activity scrapping cores and keeping wheel supplied.

MENTAL OR
VISUAL DEMAND

Frequent mental and visual attention in inspecting each core for flaws and scrapping properly - also in keeping ample supply of each type of core in position for core setter.

RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Must handle cores carefully to prevent breakage. Damage would seldom exceed \$10.00.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Must handle cores carefully to prevent breaking. Failure to catch defective core would seldom cost damage running over \$10.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Little responsibility for safety of others. No machine is involved and materials are light.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.
WORKING CONDITIONS	Continuous exposure to heat, core dust and also exposed to other normal foundry conditions such as dirt, noise, etc.
UNAVOIDABLE HAZARDS	Exposed to lost-time accidents in working around hot moving machinery and also air is full of core sand. Burns, eye injuries, etc.

[G.C.EX. 54(a)]

PERSONNEL	SERVICE DATE	AGE AT EMPLOY.	YRS. OF SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	RET										
ADDRESS	Rt. # 4, Box 63, Grand Saline, Texas		PHONE																																				
ADDRESS	Rt. 1, Box 153, Van, Texas		PHONE																																				
EDUCATION	NAME AND LOCATION OF SCHOOL		CIRCLE LAST GRADE COMPLETED																YEAR	DEGREES OR HONORS REC'D																			
EDUCATION			1 2 3 4 5 6 7 8																XXXX																				
SCHOOL	Van Texas		1 (2) 3 4																																				
COLLEGE			1 2 3 4 5 6																																				
SPECIAL QUALIFICATIONS, SKILLS, AND INTERESTS <table border="1"> <tr> <td>DATE TEST</td> <td>PCT</td> <td>DATE TEST</td> <td>PCT</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>																												DATE TEST	PCT	DATE TEST	PCT								
DATE TEST	PCT	DATE TEST	PCT																																				
HOME <input type="checkbox"/> RENT <input type="checkbox"/> BOARD <input type="checkbox"/> LIVE WITH PARENTS <input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> WID. <input type="checkbox"/> DIV. <input type="checkbox"/> SEP.																																							
DEPENDENTS <input type="checkbox"/> WIFE CHILDREN OTHERS <input type="checkbox"/> WIFE OR HUSBAND'S NAME																																							
EXAM DATE OK FOR <input type="checkbox"/> LT <input type="checkbox"/> MED <input type="checkbox"/> HEAVY HT. 5'8 WT. 145 LBS. DATE ON RES. GP.																																							

-54-

[G.C.EX. 54(b)]

STATUS CHANGE NOTICE *Trans. Inv. = 4-18-65*

Last Name	First Name	Middle Name	Sex	Badge No.	Code	Effective Date																														
Luther	R. J.		M	G803	1	3-27-66																														
From	Shift	Dept. No.	Work Unit	Job No.	Grade	Rate	Step	Cost Center No.																												
3rd			N.P. Maint	116	4	2.24	T.R.	6050																												
To	3		N.P. Maint	113	2	2.32	B.R.	6050																												
EXPLANATION OF CODES <table border="1"> <tr> <td>1</td> <td>Promotion</td> <td>8</td> <td>Mutual Agreement</td> </tr> <tr> <td>2</td> <td>Transfer</td> <td>9</td> <td>Reorganization</td> </tr> <tr> <td>3</td> <td>Bring to Job Rate</td> <td>10</td> <td>Reclassification</td> </tr> <tr> <td>4</td> <td>Transfer Between Payrolls</td> <td>11</td> <td>Other (Please write in)</td> </tr> <tr> <td>5</td> <td>Leave of Absence</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td>Bring to Merit Rate</td> <td></td> <td></td> </tr> <tr> <td>7</td> <td>Shift Change</td> <td></td> <td></td> </tr> </table>									1	Promotion	8	Mutual Agreement	2	Transfer	9	Reorganization	3	Bring to Job Rate	10	Reclassification	4	Transfer Between Payrolls	11	Other (Please write in)	5	Leave of Absence			6	Bring to Merit Rate			7	Shift Change		
1	Promotion	8	Mutual Agreement																																	
2	Transfer	9	Reorganization																																	
3	Bring to Job Rate	10	Reclassification																																	
4	Transfer Between Payrolls	11	Other (Please write in)																																	
5	Leave of Absence																																			
6	Bring to Merit Rate																																			
7	Shift Change																																			
First Approval				Final Approval																																
<i>Tommy C. Wyatt</i> 3-20-66				<i>W. J. A.</i> 3-20-66																																
Second Approval				Wage & Salary Approval																																
<i>Joe Roberts</i> 3-21-66				<i>W. J. A.</i> 3-29-66																																

 1. PERSONNEL RECORDS - WHITE
 2. DATA PROCESSING - BOLDINGCO

 3. TIMEKEEPING - PINK
 4. SUPERVISOR - YELLOW

EXPERIENCE BEFORE COMING WITH TEEB TYPE					
DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASON
1960	1961	A. M. Rowan, Van, Texas	Roughneck	1.50 Hr.	Finished

[illegible]

REASON	E-EMPLOY	T-TRANSFER	M-MERIT INCREASE	TH-TRSF. FROM HRLY:	Q-QUIT
CODE:	P-PROMOTION	R-RECLASSIFY	A-ADJUST. INCREASE	LA-LEAVE OF ABSENCE	D-DIE/CHAS

CLOCK No.	DEPT.	DATE OF BIRTH	6-29-37							SS No.	458-58-0445				
	ID No. G 803	NAME Luther, Raymond J.	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV		

[G.C.EX. 54(d)]

HOURLY JOB RATING

vises	Production
Drum	Maintenance
Box	North and South Plants
	Mechanical

JOB CODE 113
OCC. CODE _____
GRADE 2
DATE Revised 12-9-65 (7-12-65)
ANALYST Bill Allen

3 Name Maintenance Mechanic "A"

DESCRIPTION OF DUTIES

GENERAL FUNCTION: To examine machines and mechanical equipment to diagnose source of trouble, dismantling or partially dismantling them and performing repairs or adjustments.

To examine machines and mechanical equipment to diagnose source of trouble, dismantling or partially dismantling them and performing repairs on all machinery and equipment located in the foundry.

Works from complicated and semi-complicated blueprints, interprets parts and service manual.

May set up, align and level equipment. Also may be called on to weld, burn, braze, or solder material. Cuts and fits pipe as required.

Capable of scheduling downtime work of self and others and may be required to instruct and follow up on the work of B & C Mechanics.

Keeps work area clean and orderly.

Performs other miscellaneous duties as required.

Must furnish own tools as specified by supervisor.

Crewleader: If appointed crewleader, will be responsible for instructing and assisting a group of mechanics. Also will perform same work as group, but will receive .05 per hour more than other Class "A" mechanics working in crew.

Joe Roberts 1-31-66

M. Stine 1-31-66

Ro. Dile 1-31-66

J. F. 1-31-66

AUDIT

12-9-65

METHOD OF PAYMENT

☐ HOURLY

☐ INCENTIVE

☐ PIECE WORK

Maintenance Mechanic "A"

JOB CODE

113

EDUCATION

Requires the use of complicated drawings, read and interpret parts lists, shop mathematics, handbook formulas, a variety of precision measuring instrument and some trade knowledge. Equivalent to 4 years of high school plus 3 - 4 years trades training.

EXPERIENCE	3 - 5 years.
INITIATIVE AND INGENUITY	Requires the ability to plan and perform unusual operations where general methods are available. Must use initiative to recommend re-design of functional deficiencies of equipment. Some judgment in prescribing proper repair to equipment. May make bill of materials for small construction jobs.
PHYSICAL DEMAND	Moderate physical effort to handle light and medium weights and occasionally heavy tools and equipment. May occasionally work in awkward positions.
MENTAL OR VISUAL DEMAND	Continuous mental and visual attention in operating tools and equipment and in making repairs.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Probable damage to equipment such as, levels, hoists, wrenches, and other measuring instruments is seldom over \$250.00.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Incorrect diagnosis of trouble and improper repair to equipment could cause damage seldom over \$250.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of machine or tools could cause lost time accidents to others such as, broken or crushed feet, loss of fingers, eye injuries, etc.
RESPONSIBILITY FOR WORK OF OTHERS	May instruct or assist one or two employees 50% or more of the time.
WORKING CONDITIONS	Somewhat disagreeable conditions due to exposure to heat, dust, grease, and some weather. Works odd hours as required.
HAZARDOUS WEAPONS	Exposure to incapacitating accidents while working with heavy machinery and could fall from overhead structures.

[G.C.EX. 54(e)]

HOURLY JOB RATING

Production

Maintenance

North & South Plants

Mechanical

JOB CODE 116

OCC. CODE

GRADE 4

DATE 11-19-65 revised (7-12-62)

ANALYST Bill Allen

Maintenance Mechanic "B"

DESCRIPTION OF DUTIES

GENERAL FUNCTION: To examine machines and mechanical equipment to diagnose source trouble. Dismantling or partially dismantling them and performing repairs or adjustments.

- TAES:
1. Examines machines and mechanical equipment to diagnose source of trouble; dismantling or partially dismantling them and performing repairs or adjustments on all machinery and equipment located in the foundry.
 2. Works from semi-complicated and simple blueprints, parts book and service manual.
 3. Has working knowledge of precision measuring instruments such as, calipers, micrometers, depth gauges, etc. and some working knowledge of welding, brazing and soldering.
 4. Capable of scheduling own work - some areas at downtime and may instruct "C" Mechanics.
 5. Keeps work area clean and orderly.
 6. Performs other miscellaneous duties as required.
 7. Must furnish own tools as specified by supervisor.

Wm. Plunk 2-1-66
Joe B. W. 2-1-66
Bo. B. Le 1-31-66
W. L. 1-31-66

JOB

METHOD OF PAYMENT

☐ HOURLY☐ INCENTIVE☐ PIECE WORK

JOB NAME Maintenance Mechanic "B"

JOB CODE 116

TOTAL POINTS

EDUCATION	Use of fairly complicated drawings and sketches, shop mathematics, variety of precision measuring instruments, some trade knowledge and equivalent to high school education.
EXPERIENCE	1 - 3 years related experience.
INITIATIVE AND INGENUITY	Ability to plan and perform a sequence of operations where standard method is available. Must make general decisions and use of judgment in installing, servicing, dismantling, rebuilding, and maintaining various equipment in the plant.
PHYSICAL DEMAND	Sustained physical effort using light medium tools and parts. Occasionally awkward work position.
MENTAL OR VISUAL DEMAND	Continuous mental and visual alertness required in installing, maintaining machinery.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Damage to measuring instruments and welding equipment is seldom over \$250.00.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Incorrect diagnosis of trouble and improper repair to equipment could cause damage seldom over \$250.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Constant care necessary to prevent serious injury to others but others may act to prevent being injured.
RESPONSIBILITY FOR WORK OF OTHERS	May instruct one or more employees 50% of the time.

WORKING
CONDITIONSSomewhat disagreeable. Exposed to dirt, grease, heat.
etc...UNAVOIDABLE
HAZARDSExposed to incapacitating accidents working around big
machinery. May be required to climb and work in high
places.

[G.C.EX. 55(a)]

PERSONNEL CORD	SERVICE DATE	AGE AT EMPL.	Y. OF SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	RE
	8-2-65	21																											
ADDRESS		1015 Lindsey Lane, Tyler, Texas																								PHONE	LY 4-5935		
ADDRESS		808 S. Liberty																								PHONE			
ADDRESS																										PHONE			

LOCATION	NAME AND LOCATION OF SCHOOL	CIRCLE LAST GRADE COMPLETED								YEAR	DEGREES OR HONORS REC'D
		1	2	3	4	5	6	7	8	XXXX	
AMMAR											
GH SCHOOL	John Tyler High School	1	X	3	4						
LLIGE		1	2	3	4	5	6				

HER	55	
CIAL QUALIFICATIONS, SKILLS, AND INTERESTS	DATE TEST PCT	DATE TEST PCT

OWN HOME	<input checked="" type="checkbox"/> RENT	<input type="checkbox"/> BOARD	<input type="checkbox"/> LIVE WITH PARENTS	<input checked="" type="checkbox"/> SINGLE	<input type="checkbox"/> MARRIED	<input type="checkbox"/> WID.	<input type="checkbox"/> DIV.	<input type="checkbox"/> SEP.
DEPENDENTS	<input type="checkbox"/> WIFE	<input type="checkbox"/> CHILDREN	<input type="checkbox"/> OTHERS	WIFE OR HUSBAND'S NAME				
EXAM DATE	8/2/65	FOR	<input type="checkbox"/> LT	<input type="checkbox"/> MED	<input checked="" type="checkbox"/> HEAVY	HT. 72	WT. 148	LBS. DATE ON RES.GP.

[G.C.EX. 55(b)]

STATUS CHANGE NOTICE

Last Name	First Name	Middle Name	Sex	Badge No.	Code	Effective Date	
Martin, Olin D. Jr.			M	H-460	10	2-1-11	
Shift	Dept. No.	Work Unit	Job No.	Grade	Rate	Step	Cost Center No.
From 3		South Maint.	114	6	1.90	J	6040
To 3		South Maint.	116	4	2.03	B	6040
EXPLANATION OF CODES							
1	Promotion	8	Mutual Agreement				
2	Transfer	9	Reorganization				
3	Bring to Job Rate	10	Reclassification				
4	Transfer Between Payrolls	11	Other (Please write in)				
5	Leave of Absence						
6	Bring to Mock Rate						
7	Shift Change						

First Approval <i>[Signature]</i>	Date 3-1-66	Final Approval <i>[Signature]</i>	Date 3-7-66
Second Approval <i>[Signature]</i>	Date 3-1-66	Wage & Salary Approval <i>[Signature]</i>	Date 3-7-66

1. PERSONNEL RECORDS - WHITE
2. DATA PROCESSING - GOLDENROD

3. TIMEKEEPING - PINK
4. SUPERVISOR - YELLOW

[G.C.EX. 55(c)]

EXPERIENCE BEFORE COMING WITH TYLER PIPE

DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASONS
1-65	6-65	John Connalley Shell Sta.	-Beaumont Attend	65.00wk	Quit
9-64	1-65	Worth Const.-Ft. Worth	Laying Steele	1.40hr	Quit
1-63	10-64	Associated Con ^t Inc.-Dallas	Plumbers Help	2/00hr	Lay off

EMPLOYMENT HISTORY

EFFECTIVE DATE	CODE	DEPT.	CLASSIFICATION	GRADE	RANGE	PRESENT SALARY	STEP	E OR NE	REMARKS
8-2-65	278	2563	Labore	11		1.00	B		E
9-8-65	114	6040	Unit Mark C	6		1.90	B		3
2-12-65	114	6040		6		2.03	B		1
3-6-66	116	6040	Unit Mark "K"	4					
5-5-66			TERMINATED						

NATIONAL LABOR RELATIONS BOARD

OFFICIAL EXHIBIT NO. 1

Disposition ()

Witness

Reporter

REASON CODE: E-EMPLOY T-TRANSFER M-MERIT INCREASE TH-TRSF. FROM HRLY. Q-QUIT
P-PROMOTION R-RECLASSIFY A-ADJUST. INCREASE LA-LEAVE OF ABSENCE D-DISCHARGE

CLOCK No.	DEPT. Perm. Mold 10' Pipe	DATE OF BIRTH 1-8-44	SS No. 459-66-3039												
ID No. H-460	NAME Martin, Olen D. Jr.	<table border="1"> <tr> <td>JAN</td><td>FEB</td><td>MAR</td><td>APR</td><td>MAY</td><td>JUN</td><td>JUL</td><td>AUG</td><td>SEP</td><td>OCT</td><td>NOV</td><td>DEC</td> </tr> </table>		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC				

[G.C.EX. 55(d)]

HOURLY JOB RATING

VISION _____
 MAINTENANCE _____
 NORTH & SOUTH PLANTS _____
 UNIT _____

JOB CODE 114
 OCC. CODE 6
 GRADE Revised 11-19-65 (7-13)
 DATE Bill Allen
 ANALYST

NAME Maintenance Mechanic "C"

DESCRIPTION OF DUTIES

GENERAL FUNCTION: To examine machines and mechanical equipment to diagnose source of trouble, dismantling or partially dismantling them and performing repairs or adjustments.

DUTIES:

1. Examines machines and mechanical equipment to diagnose source of trouble dismantling or partially dismantling them and performing repairs or adjustments on all machinery and equipment located in the foundry.
 2. Learn how to read and interpret simple blueprints, parts book and service manual.
 3. Assist "A" and "B" mechanics on various jobs to learn maintenance procedures.
 4. Keeps work place clean and orderly.
 5. Performs other miscellaneous duties as required.
- Must furnish own tools as specified by supervisor.

Mr. Stone 2-1-66
Joe Roberts 2-1-66
Lo Dila - 1-31-66
JFF - 1-31-66

AUDIT

11-19-65

METH OF PAYMENT

☐ HOURLY☐ INCENTIVE☐ PIECE WORKMaintenance Mechanic "C"JOB CODE 1146
EDUCATION

Use of fairly complicated drawings, shop math, read and interpret lists and a variety of precision measuring instruments. High school education or equivalent plus short term trades training.

EXPERIENCE

3 months to year related experience.

INITIATIVE
AND
INGENUITY

Requires ability to work from detailed instructions and make minor decisions and use some judgment in diagnosing trouble and making necessary repairs to machinery and equipment.

PHYSICAL DEMAND	Sustained physical effort working with light or average weight material and sometimes from awkward positions.
MENTAL OR VISUAL DEMAND	Continuous mental and visual attention in working around large machinery and in making or assisting in repairs.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Responsible for wrenches, hoist, measuring, instruments, etc. Damage is seldom over \$250.00.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Incorrect diagnosis of trouble of faulty repair could cause damage seldom over \$250.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of machines or tools could cause lost time accidents to others such as broken or crushed bones, loss of fingers, eye injuries, etc.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.
WORKING CONDITIONS	Somewhat disagreeable conditions being exposed to heat, dust, grease, noise.
UNAVOIDABLE HAZARDS	Exposed to incapacitating accidents working around moving machinery or from an overhead fall.

[G.C.EX. 55(e)]

HOURLY JOB RATING

ON Production
 STANT Maintenance
 ON North & South Plants
Mechanical

JOB CODE 116
 OCC. CODE _____
 GRADE 4
 DATE 11-19-65 revised (7-75)
 ANALYST Bill Allen

NAME Maintenance Mechanic "B"

DESCRIPTION OF DUTIES

FUNCTION: To examine machines and mechanical equipment to diagnose source of trouble. Dismantling or partially dismantling them and performing repairs or adjustments.

Examines machines and mechanical equipment to diagnose source of trouble; dismantling or partially dismantling them and performing repairs or adjustments on all machinery and equipment located in the foundry.

Works from semi-complicated and simple blueprints, parts book and service manual.

Has working knowledge of precision measuring instruments such as, calipers, micrometers, depth gauges, etc. and some working knowledge of welding, brazing and soldering.

Capable of scheduling own work - some areas at downtime and may instruct "C" Mechanics.

Keeps work area clean and orderly.

Performs other miscellaneous duties as required.

Must furnish own tools as specified by supervisor.

M. Stone 2-1-66

Joe B. Stone - 2-1-66

Ro. Bile - 1-31-66

J. F. 1-31-66

3 OF PAYMENT

☐ HOURLY

☐ INCENTIVE

☐ PIECE WORK

JOB NAME Maintenance Mechanic "3"

JOB CODE 116

TOTAL POINTS

EDUCATION

Use of fairly complicated drawings and sketches, shop mathematics, variety of precision measuring instruments, some trade knowledge and equivalent to high school education.

EXPERIENCE

1 - 3 years related experience.

INITIATIVE
AND
INGENUITY

Ability to plan and perform a sequence of operations where standard method is available. Must make general decisions and use of judgment in installing, servicing, dismantling, rebuilding, and maintaining various equipment in the plant.

PHYSICAL DEMAND	Sustained physical effort using light medium tools in parts. Occasionally awkward work position.
MENTAL OR VISUAL DEMAND	Continuous mental and visual alertness required in installing, maintaining machinery.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Damage to measuring instruments and welding equipment is seldom over \$250.00.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Incorrect diagnosis of trouble and improper repair to equipment could cause damage seldom over \$250.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Constant care necessary to prevent serious injury to others but others may act to prevent being injured.
RESPONSIBILITY FOR WORK OF OTHERS	May instruct one or more employees 50% of the time.
WORKING CONDITIONS	Somewhat disagreeable. Exposed to dirt, grease, heat etc.
UNAVOIDABLE HAZARDS	Exposed to incapacitating accidents working around machinery. May be required to climb and work in high places.

[G.C.EX. 56(a)]

PERSONNEL	SERVICE DATE	AGE AT EMPLY.	S. OF	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	RET
ORD	9-5-59		SERVICE																										
ESS	131 Russell Dr., Sulphur Springs, Texas																												
ADDRESS	PHONE TV 5-5607																												
ADDRESS	PHONE																												
EDUCATION	NAME AND LOCATION OF SCHOOL														CIRCLE LAST GRADE COMPLETED								YEAR		DEGREES OR HONORS REC'D				
MMAR															1 2 3 4 5 6 7 8								XXXX						
MP															1 2 3 4														
SCHOOL	Sulphur Springs, Texas																												
LEGE															1 2 3 4 5 6														
ER	56																												
AL QUALIFICATIONS, SKILLS, AND INTERESTS														DATE TEST PCT				DATE TEST PCT											
HOME <input type="checkbox"/> RENT <input type="checkbox"/> BOARD <input type="checkbox"/> LIVE WITH PARENTS <input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> WID. <input type="checkbox"/> DIV. <input type="checkbox"/> SEP.																													
DEPENDENTS <input checked="" type="checkbox"/> WIFE / CHILDREN OTHERS														WIFE OR HUSBAND'S NAME				Mims, Mildred											
EXAM DATE														OK FOR <input type="checkbox"/> LT <input type="checkbox"/> MED <input type="checkbox"/> HEAVY				HT. 5'8WT.140 LBS.				DATE ON RES.GP.							

[G.C.EX. 56(b)]

STATUS CHANGE NOTICE *List 1-27-63*

Last Name	First Name	Middle Name	Sex	Badge No.	Code	Effective Date	
Mims	T. J.		M	K-250	1	2-27-66	
Shift	Dept. No.	Work Unit	Job No.	Grade	Rate	Step	Cost Center No.
From 3		Core Room	187	6	190	J	2401
To 3		"	186	4	203	B	2401
EXPLANATION OF CODES							
1	Promotion			8	Mutual Agreement		
2	Transfer			9	Reorganization		
3	Bring to Job Rate			10	Reclassification		
4	Transfer Between Payrolls			11	Other (Please write in)		
5	Leave of Absence						
6	Bring to Merit Rate						
7	Shift Change						
First Approval			Date		Final Approval		Date
ORC LDP					SDT 9/7		
Second Approval			Date		Wage & Salary Approval		Date
					N.J.A. 3-1-66		

1. PERSONNEL RECORDS - WHITE
2. DATA PROCESSING - GOLDENROD

3. TIMEKEEPING - PINK
4. SUPERVISOR - YELLOW

EXPERIENCE BEFORE COMING WITH TYLER PIPE						
DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASONS	
1955	1956	Fouls Drug Co. Sulphur Springs	Helper	20.00 Wk.	Illness	
1957	1958	Morris Food Store, " "	Produce Mgr.	45.00 "	Lay off	
1958	1958	Skillman Bird Dairy, " "	Dairy Helper	25.00 "	Money	

[illegible]

REASON	E-EMPLOY	T-TRANSFER	M-MERIT INCREASE	TH-TRSF. FROM HRLY.	Q-QUIT
CODE:	P-PROMOTION	R-RECLASSIFY	A-ADJUST. INCREASE	LA-LEAVE OF ABSENCE	D-DISCHARGE

LOCK	DEPT.	DATE OF BIRTH	5-26-41	SS No.	456-62-8877											
ID No.	K 250	NAME	Mims, T. J.	<table border="1"> <tr> <td>JAN</td> <td>FEB</td> <td>MAR</td> <td>APR</td> <td>MAY</td> <td>JUN</td> <td>JUL</td> <td>AUG</td> <td>SEP</td> <td>OCT</td> <td>NOV</td> </tr> </table>		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV						

[G.C.EX. 56(d)]

HOURLY JOB RATING

VISION _____ Production _____
TENT _____ South _____
CTION _____ Core Room _____
IT _____

JOB CODE _____ 187 _____
 OCC. CODE _____
 GRADE _____ 6 _____
 DATE _____ Revised 12-1-65 (683)
 ANALYST _____ 111 11100

Core Maker "3"

DISCUSSION

PRAL FUNCTION: To work as a team with Core Maker "A" in making various types of cores and may operate Core Blower Machine.

"Works as a team with Core Maker "A" to perform duties such as, secures and removes patterns and equipment as needed, applies core wash to cores, shovels sand from sand table to core box, uses hand air rammer to pack sand in core box, helps Core Maker "A" roll core box and places rods in cores for support when needed, etc.

May operate core blower machine to produce a variety of cores. Also sets up and rigs core boxes for Core Blower Machine.

Keeps work area clean and orderly.

Performs other miscellaneous duties as required.

[illegible]

☐ NO PAYMENT ☐ HOURLY ☐ INCENTIVE ☐ PIECE WORK

JOB NAME Core Maker "B" JOB CODE 187

TOTAL POINTS

EDUCATION

• 4 years of high school or equivalent and some trade knowledge in a specialized field or process. Must have knowledge of sand texture.

EXPERIENCE

9 - 12 months related experience.

INITIATIVE AND INGENUITY

Ability to follow detailed instructions and make minor decisions involving use of some judgment, to learn different types of patterns and how to rig and set up patterns and learn sand textures and quality.

PHYSICAL DEMAND

Considerable physical effort in working with average to heavy weight material. Uses hoist for extremely heavy materials.

MENTAL OR VISUAL DEMAND	Continuous mental and visual attention in performing job duties such as, securing and removing patterns, applying core wash to cores and packing sand in core box by use of hand air rammer.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Careless set-up or rigging of patterns could cause damage to pattern or machine. Probable loss would seldom exceed \$25.00.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Careless performance of duties could cause damage to cores or sand which would cause rework or scrapping or both. Probable loss would seldom exceed \$100.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless performance of duties could cause lost time accidents to others such as broken or crushed bones.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.
WORKING CONDITIONS	Somewhat disagreeable conditions due to exposure to heat, dirt, dust, and continuous exposure to core fur but not extreme.
UNAVOIDABLE HAZARDS	Exposed to lost time accidents in handling heavy materials or working with moving machinery. Serious cuts, broken or crushed bones, etc.

[G.C.EX. 56(e)]

HOURLY JOB RATING

DIVISION	Production	JOB CODE	136
DEPARTMENT	South Plant	OCC. CODE	
SECTION	Core Room	GRADE	4
UNIT		DATE	Revised 11-26-65 (9-2)
		ANALYST	Bill Allen
TO NAME	Core Maker "A"		

DESCRIPTION OF DUTIES

GENERAL FUNCTION: To construct cores by hand or machine molding.

DUTIES:

1. Constructs various types of cores such as, water main, soil fitting cores, specification drains, permanent mold cores, job casting cores, and a variety of other types of cores as requested from dry sand by use of machine or by working on bench and ramming sand by hand. Also vents cores to allow gas to escape when fittings are cast and applies core wash evenly over cores to prevent burning and provide a smooth finish.
2. Rigs pattern to make different types of cores.
3. Keeps work area clean and orderly.
4. Performs other miscellaneous duties as required.

DATE
LAST AUDIT

JOB NAME

Core Maker "A"

JOB CODE

186

TOTAL POINTS

EDUCATION

4 years of high school or equivalent plus some trade knowledge in a specialized field. Must have knowledge of sand texture.

EXPERIENCE

1 - 3 years.

INITIATIVE
AND
INGENUITY

Requires the ability to plan and perform a sequence of operations where a standard or recognized method is available and the making of general decisions regarding quality, tolerance and set-up in constructing cores by hand or machine molding.

PHYSICAL
DEMAND

Considerable physical effort working with average or heavy weight material. Uses hoist in handling extremely heavy materials.

MENTAL OR
VISUAL DEMAND

Continuous mental and visual attention in rigging up patterns and performing job duties.

RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Careless set up or rigging could cause damage to patterns or molding machine. Probable loss would seldom exceed \$25.00.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Careless performance of duties could cause damage to cores which would cause rework or scrapping or both. Probable loss would seldom exceed \$100.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless performance of duties could cause lost time accidents to others such as broken or crushed bones,
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for work of Core Maker "B" or helper.
WORKING CONDITIONS	Somewhat disagreeable conditions due to exposure to some heat, dirt, dust and continually exposed to core fumes, but not extreme.
UNAVOIDABLE HAZARDS	Exposed to lost time accidents in working with heavy materials or moving machines. Serious cuts, broken or crushed bones, etc.

[G.C.EX. 57(a)]

PERSONNEL	SERVICE DATE	AGE AT EMPLY.	YRS. OF SERVICE	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	RET				
SS	9-2-57																															
ADDRESS	1323 S. Butler, Tyler, Texas																	PHONE														
ADDRESS																		PHONE														
ADDRESS																		PHONE														
EDUCATION	NAME AND LOCATION OF SCHOOL																	CIRCLE LAST GRADE COMPLETED								YEAR		DEGREES OR HONORS REC'D				
HIGH SCHOOL	St. Louis																	1 2 3 4 5 6 7 8								XXXX						
COLLEGE	Emmett Scott																	1 2 3 4														
UNIVERSITY																		1 2 3 4 5 6														
AL QUALIFICATIONS, SKILLS, AND INTERESTS																									DATE TEST		PCT		DATE TEST		PCT	
HOME <input type="checkbox"/> RENT <input type="checkbox"/> BOARD <input type="checkbox"/> LIVE WITH PARENTS <input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> WID. <input type="checkbox"/> DIV. <input type="checkbox"/> SEP.																																
DEPENDENTS <input type="checkbox"/> WIFE <input type="checkbox"/> CHILDREN <input type="checkbox"/> OTHERS <input type="checkbox"/> WIFE OR HUSBAND'S NAME Oliver Clara																																
EXAM DATE OK FOR <input type="checkbox"/> LT <input type="checkbox"/> MED <input type="checkbox"/> HEAVY <input type="checkbox"/> HT. 6'1" WT. 180 LBS. DATE ON RES.GP.																																

57

[G.C.EX. 57(b)]

STATUS CHANGE NOTICE

Lester - Dec 1-34-65

Last Name	First Name	Middle Name	Sex	Badge No.	Code	Effective Date	
Oliver	W. C.		M	L504	1	4-3-66	
Shift	Dept. No.	Work Unit	Job No.	Grade	Rate	Step	Cost Center No.
From 1	2	Shop Labor	249	7	1.90	J	3806
To 1	2	Shop Labor	250	5	1.91	B	3806
EXPLANATION OF CODES							
1	Promotion			8	Mutual Agreement		
2	Transfer			9	Reorganization		
3	Being to Job Rate			10	Reclassification		
4	Transfer Between Payrolls			11	Other (Please write in)		
5	Leave of Absence						
6	Being to Merit Rate						
7	Shift Change						
First Approval				Date		Date	
Bill Kelsey 3-28-66						7/9	
Second Approval				Date		Date	
M. Stone 3-28-66						W. J. C. 4-4-66	

1. PERSONNEL RECORDS - WHITE
2. DATA PROCESSING - GOLDENROD

3. TIMEKEEPING - PINK
4. SUPERVISOR - YELLOW

DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASON
1947	1952	Gulf State Lumber	Driver	41.00 Wk	Personal
1946	1947	Gorcher Brelsford	Chauffer	35.00 "	Illness
1945	1946	S. Main Sta Bank	Porter	160.00 Month	"

[illegible]

REASON	E-EMPLOY	T-TRANSFER	M-MERIT INCREASE	TH-TRSF. FROM HRLY.	Q-QUIT
CODE:	P-PROMOTION	R-RECLASSIFY	A-ADJUST. INCREASE	LA-LEAVE OF ABSENCE	D-DISCHARGE

CLOCK No.		DEPT.		DATE OF BIRTH		SS No.	
				6-25-19		459-14-3891	
	ID No.	NAME					
	L 504	Oliver, W. C.		X			
		JAN	FEB	MAR	APR	MAY	JUN
		JUL	AUG	SEP	OCT	NOV	

[G.C.EX. 57(d)]

HOURLY JCS RATING

DIVISION Production
DEPARTMENT North and South Plant
SECTION All Areas

JOB CODE 44-249
 OCC. CODE _____
 GRADE 7
 DATE Rev. 10-18-65
 EMPLOYER W. B. Allen

FOR NAME Fork Truck Operator "B"

DESCRIPTION OF DUTIES

GENERAL FUNCTION:

Operates fork truck for collecting and delivering materials.

DUTIES:

1. Operates fork truck to load, move, stack and unload materials including parts, products, containers, scrap, tote-boxes, sand, etc.
2. Keeps driving aisle clear of all materials moving by hand when necessary.
3. Inspects and maintains fork truck according to instructions issued by the Industrial Equipment Department.
4. Performs other miscellaneous duties as required.

DATE																			
1ST AUDIT																			
METHOD OF PAYMENT		<input type="checkbox"/> HOURLY		<input type="checkbox"/> INCENTIVE		<input type="checkbox"/> PIECE WORK													

JOB NAME

Fork Truck Operator "B"

JOB CODE

249

TOTAL POINTSEDUCATION

Ability to read, write and follow simple instructions. Grammar school education or the equivalent.

EXPERIENCE

Six (6) months related experience.

INITIATIVE
AND
INGENUITY

Ability to follow simple instructions and use some judgment in operation of fork truck in performing duties, such as loading, unloading, moving, and stacking of materials as required.

PHYSICAL DEMAND	Medium physical effort in operating fork truck and may do other duties requiring physical demand.
MENTAL OR VISUAL DEMAND	Continuous alertness while operating fork truck in moving around plant area to load, unload, move or stack materials in the proper location.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Probable damage to equipment due to failure in checking for proper operating condition would seldom be over \$250.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Probable loss due to damage of water main fittings or such would seldom be over \$60.
RESPONSIBILITY FOR SAFETY OF OTHERS	Constant care to prevent serious injury to others, but others may act to prevent being injured.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.
WORKING CONDITIONS	Exposed to weather and other normal foundry conditions.
UNAVOIDABLE HAZARDS	Exposed to lost-time accidents, such as cuts, bruises, burns, broken bones while operating.

[G.C.EX. 57(e)]

HOURLY JOB RATING

DIVISION Production
 DEPARTMENT North and South Plants
 SECTION All Areas

JOB CODE 250
 OCC. CODE _____
 GRADE 5
 DATE (6-19-62) BY V. E. Baker
 ANALYST V. E. Baker

JOB NAME Fork Truck Operator "A"

DESCRIPTION OF DUTIES

GENERAL FUNCTION:

Operates fork truck for collecting and delivering materials.

DUTIES:

1. Operates fork truck to load, move, stack and unload materials, products, parts, containers, scrap, tote-boxes and sand.
2. Knows types of products and location of storage in yards.
3. Responsible for keeping storage yard stacked and clean; may stack pipe by hand when required.
4. May assist in assembling orders.
5. Reports damage castings to foreman.
6. Inspects and maintains fork truck according to instruction issued by the Industrial Equipment Department.
7. Performs other miscellaneous duties as required.
8. Keeps driving aisles clean and free of all materials, moving by hand when necessary.

PERIOD OF PAYMENT	<input type="checkbox"/> HOURLY	<input type="checkbox"/> INCENTIVE	<input checked="" type="checkbox"/> PIECE WORK
-------------------	---------------------------------	------------------------------------	--

JOB NAME Fork Truck Operator "A" JOB CODE 250

TOTAL POINTSEDUCATION

Requires the ability to read, write and follow instructions. Grammar school education or equivalent.

EXPERIENCE

Over 1 year related foundry experience.

INITIATIVE AND INGENUITY	Requires the ability to follow instructions and the use of some judgment in knowing the types and locations of all products in a particular area.
PHYSICAL DEMAND	Medium physical effort in operating fork lift and may help stack pipe in yard. Continuous activity required in locating products and delivering to a specified location.
ATTENTION OR VISUAL DEMAND	Continuous mental and visual attention in operating fork truck requires some proficiency in manipulating controls.
RESPONSIBILITY FOR TO EQUIPMENT	Probable damage to equipment due to failure in checking for proper operating condition would seldom be over \$250.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Probable loss due to damage of high pressure fittings and such would seldom be over \$100.
RESPONSIBILITY FOR SAFETY OF OTHERS	Constant care in operating lift truck to prevent serious injury to others, but others may act to prevent being injured.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.
WORKING CONDITIONS	Exposed to inclement weather and other normal foundry conditions.
UNUSUAL HAZARDS	Exposed to lost-time accidents, such as cuts, bruises, burns, flying particles which could cause injury.

[G.C.EX. 58(a)]

PERSONNEL	SERVICE DATE	AGE AT EMPLY.	S. OF	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	RE
RD	10-17-57		SERVICE																										
SS	Rt. # 1, Box 131, Winona, Texas																												
ADDRESS	PHONE																												
ADDRESS	PHONE																												
ADDRESS	PHONE																												
EDUCATION	NAME AND LOCATION OF SCHOOL										CIRCLE LAST GRADE COMPLETED										YEAR		DEGREES OR HONORS REC'D						
MAR	Winona, Texas										1 2 3 4 5 6 7 8										XXXX								
SCHOOL											1 2 3 4																		
EDUC											1 2 3 4 5 6																		

58

AL QUALIFICATIONS, SKILLS, AND INTERESTS		DATE TEST	PCT	DATE TEST	PCT
HOME <input type="checkbox"/> RENT <input type="checkbox"/> BOARD <input type="checkbox"/> LIVE WITH PARENTS <input type="checkbox"/> SINGLE <input checked="" type="checkbox"/> MARRIED <input type="checkbox"/> WID. <input type="checkbox"/> DIV. <input type="checkbox"/> SEP.					
DEPENDENTS <input checked="" type="checkbox"/> WIFE <input checked="" type="checkbox"/> CHILDREN <input type="checkbox"/> OTHERS <input type="checkbox"/> WIFE OR HUSBAND'S NAME Stansell, Pearline					
EXAM DATE		OK FOR <input type="checkbox"/> LT <input type="checkbox"/> MED <input type="checkbox"/> HEAVY <input type="checkbox"/> HT. 5'3 WT 165 lbs			

[G.C.EX. 58(b)]

STATUS CHANGE NOTICE *Last One 1-2-66*

Last Name	First Name	Middle Name	Sex	Badge No.	Code	Effective Date
Stansell	a		M	5586	1	4-10-66
Shift	Dept. No.	Week Unit	Job No.	Grade	Rate	Sup
From 1st	3	Central. dep.	125	4	2.14	J
To 1st	3	✓	124	2	2.32	B
EXPLANATION OF CODES						
1 Promotion 2 Transfer 3 Bring to Job Rate 4 Transfer Between Payrolls 5 Leave of Absence 6 Bring to Main Rate 7 Shift Change			8 Mutual Agreement 9 Reorganization 10 Reclassification 11 Other (Please write in)			
First Approval <i>H. J. G.</i> 4-5-66			Final Approval <i>W. J. G.</i>			
Second Approval <i>James M. G.</i> 4/4/66			Wage & Salary Approval <i>W. J. G.</i> 4-11-66			

1. PERSONNEL RECORDS - WHITE
 2. DATA PROCESSING - GOLDENROD

3. TIMEKEEPING - PINK
 4. SUPERVISOR - YELLOW

EXPERIENCE BEFORE COMING WITH TYLER TYPE					
DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASON
1956	1957	Western Foundry, Tyler	Laborer	1.17 Hr	Lay off
1951	1956	Rose Nursery, Winona	"	6.50 Day	Money

[illegible]

CLOCK No.	DEPT.	DATE OF BIRTH								SS No.	464-58-9152					
	ID No. S 586	NAME Stansell, Argusta	X	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV		

[G.C. EX. 58(d)]

DIVISION Plant Engineering JOB CODE 124
DEPARTMENT Construction Shop - Machine Shop OCC. CODE _____
SECTION Construction GRADE 2
IT _____ DATE Revised 11-15-65
ANALYST Bill Allen
JOB NAME Welder Millwright "A"

DESCRIPTION OF DUTIES

GENERAL FUNCTION: Performs a variety of complicated and semi-complicated operations to fabricate, erect, install and repair machinery and structures.

ATTIES:

Performs a variety of complicated and semi-complicated operations to fabricate, erect, install and repair machinery and structures, using a variety of machines and equipment to perform these operations such as, welding and burning equipment, power brake and shears, cranes, hoist, winch truck, fork trucks, plate rolls, drill presses, radial drill, iron worker, drop hammer, hydraulic press, and a variety of hand power tools and wrenches to accomplish duties. Must also do rigging, scaffolding, and operate a variety of hand and power hoists, fits pipe and installs tubing and welds same as required.

Interprets blueprints, sketches and other complicated drawings as needed.

Oversees work of helper or helpers.

• Keeps equipment and work areas clean and orderly.

*Performs other miscellaneous duties as required.

Crewleader: If appointed Crewleader, will be responsible for instructing and assisting a group of Welder Millwrights. Also will perform same work as group, but will receive .05 cents per hour more than other class "A" Welder Millwrights working in crew.

W.W.E. 4/5/67

H. J. MacKay
 June 16-66

[illegible]

METHOD OF PAYMENT

HOURLY

INCENTIVE

PIECE WORK

JOB NAME: Welder Millwright "A"

JOB CODE 124

TOTAL POINTS

EDUCATION

Requires the use of complicated drawings and blueprints, advanced shop math, high school education or equivalent, plus some trade training in metal fabrication and welding.

EXPERIENCE	3 - 4 years related experience.
INITIATIVE AND INGENUITY	Plans and performs a wide variety of complicated and semi-complicated operations to fabricate, install and repair equipment and machinery where only general methods are available. Considerable initiative and judgment required to devise a sequence of operations to layout and cut a variety of components, align, clamp, and weld in place. Must use initiative and ingenuity to design and fabricate some parts and modify some machines and equipment without prints and sketches.
PHYSICAL DEMAND	Sustained physical effort with average to heavy weight material - often difficult work positions.
MENTAL OR VISUAL DEMAND	Concentrated mental and visual attention in laying out work and much manual dexterity in welding different materials.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Responsible for welding equipment, shop tools, hoist, cranes, etc. Damage seldom over \$250.00.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Must be careful not to use inferior materials in repairs - must also be careful in laying out and in cutting materials. Damage seldom over \$250.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of equipment could cause lost time accidents to others, eye injury, loss of hand, foot, etc.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for instructing or overseeing 1 or more helpers 50% of time.
WORKING CONDITIONS	Somewhat disagreeable due to heat, fumes, noise but not continuous.
UNAVOIDABLE HAZARDS	Climbing and working above ground is exposed to accidents which could cause total disability or fatal injuries.

[G.C.EX. 58(e)]

HOURLY JOB RATING

VISION Plant Engineering
 DEPARTMENT Construction Shop
 SECTION Construction
 UNIT _____

JOB CODE 125
 OCC. CODE _____
 GRADE 4
 DATE (6-29-62) Revised 11-12-65
 ANALYST Bill Allen

NAME Welder Millwright "B"

DESCRIPTION OF DUTIES

GENERAL FUNCTION: Performs a variety of semi-complicated and simple operations to fabricate, erect, install and repair machinery and structures.

DUTIES:

1. Performs a variety of semi-complicated and simple operations to fabricate, erect, install and repair machinery and structures, using a variety of machines and equipment to perform these operations such as, welding and burning equipment, power brakes and shears, cranes, hoist, winch truck, fork truck, plate rolls, drill presses, radial drill, iron worker, drop hammer, hydraulic press, and a variety of hand power tools and wrenches to accomplish duties. Must also do rigging, scaffolding and operate a variety of hand and power hoist, fits pipe and installs tubing and welds same as required.
2. Interprets semi-complicated blueprints and simple sketches and drawings..
3. Keeps equipment and work areas clean and orderly.
4. Performs other miscellaneous duties as required.

N.W.E. 4/5/67

John Colburn 1-14-66

DATE
LAST AUDIT

METHOD OF PAYMENT



HOURLY



INCENTIVE



PIECE WORK

JOB NAME Welder Millwright "B"JOB CODE 125**TOTAL POINTS**

EDUCATION	Requires the use of fairly complicated drawings and advanced shop math. High school education or the equivalent, plus some trades training in metal fabrication and welding.
EXPERIENCE	2 - 3 years related experience.
INITIATIVE AND INGENUITY	Requires some knowledge of metal fabrication and welding and the ability to plan and perform a sequence of operations where a standard method is available. Use initiative to layout simple work and cut various components to correct length. Assist in aligning, clamping and welding parts in place.
PHYSICAL DEMAND	Sustained physical effort in work with light to heavy material - some climbing also involved along with difficult work positions at times.
MENTAL OR VISUAL DEMAND	Coordinates high degree of manual dexterity along with constant visual alertness in making minor layouts.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Responsible for all welding equipment used in performing a job, plus any other machinery or equipment used. Damage is seldom over \$250.00.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Must be careful not to use inferior materials or metals in making repairs. Damage is seldom over \$100.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of machines or equipment could cause lost time accidents to others.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.

945

WORKING
CONDITIONSSomewhat disagreeable conditions due to smoke,
heat, fumes, sparks, etc. but not continuous.UNAVOIDABLE
HAZARDSExposed to accidents which could be disabling or
even fatal when working above ground.

[G.C.EX. 59(a)]

PERSONNEL	SERVICE DATE	AGE AT EMPLY.	NO. OF SERVICE																										
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	RET
NAME	4/16/63	20		Route 1, Mineola, Texas																									
ADDRESS																													
PHONE																													
EDUCATION																													
NAME AND LOCATION OF SCHOOL																													
CIRCLE LAST GRADE COMPLETED																													
YEAR																													
DEGREES OR HONORS REC'D																													
MAR	Mineola Elem, Mineola, Texas																												
COL	Mineola High, Mineola, Texas																												
GE																													

AL QUALIFICATIONS, SKILLS, AND INTERESTS		DATE	TEST	PCT	DATE	TEST	PCT
HOME <input type="checkbox"/> RENT <input type="checkbox"/> BOARD <input type="checkbox"/> LIVE WITH PARENTS <input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> WID. <input type="checkbox"/> DIV. <input type="checkbox"/> SEP.							
DEPENDENTS <input type="checkbox"/> WIFE / CHILDREN OTHERS <input type="checkbox"/> WIFE OR HUSBAND'S NAME		Linda Rae West					
EXAM DATE 4-11-63 OK FOR <input type="checkbox"/> LT <input type="checkbox"/> MED <input checked="" type="checkbox"/> HEAVY		HT 5-8 WT. 140 LBS. DATE ON RES.GP.					

[G.C.EX. 59(b)]

STATUS CHANGE NOTICE

Last Dec 4-4-65

Last Name	First Name	Middle Name	Sex	Badge No.	Code	Effective Date	
West	B.	R.	M	W-121	1	4-10-1966	
Shift	Dept. No.	Work Unit	Job No.	Grade	Rate	Step	Cost Center No.
From 1		Machine Shop	133	4	2.14	J	6012
To 1		Machine Shop	134	2	2.32	B	6012
EXPLANATION OF CODES							
1	Promotion			8	Mutual Agreement		
2	Transfer			9	Reorganization		
3	Bring to Job Rate			10	Reclassification		
4	Transfer Between Payrolls			11	Other (Please write in)		
5	Leave of Absence						

EXPERIENCE BEFORE COMING WITH TYLER PIPE

EXPERIENCE BEFORE COMING WITH TYLER PIPE					
DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASON
1/63	4/63	Self Employed, Mineola, Tex.	Service Station	none	poor busine
8/62	1/63	Alba Grain & Grocery Co. Mineola	Salesman	\$1.25 hr.	self emp.
10/61	8/62	U. S. Army, Ft Folk, La.	Soldier		discharged

EMPLOYMENT HISTORY

[illegible]

REASON	E-EMPLOY	T-TRANSFER	M-MERIT INCREASE	TH-TRSF. FROM HRLY.	Q-QUIT
CODE:	P-PROMOTION	R-RECLASSIFY	A-ADJUST. INCREASE	LA-LEAVE OF ABSENCE	D-DISCHARGE

CLOCK No.	DEPT. Plant Engineering Fortress	DATE OF BIRTH	SS No.
		April 3, 1942	464-62-9945

[illegible]

[G.C.EX. 59(d)]

HOURLY JOB RATING

VISION Plant Engineering
 DEPARTMENT Machine Shop
 SECTION _____

JOB CODE 133
 OCC. CODE _____
 GRADE 4
 DATE (7-17-62) Revised 11-12-65
 ANALYST Bill Allen

NAME Machinist "B"

DESCRIPTION OF DUTIES

GENERAL FUNCTION: To set up and operate standard machine tools on construction and repair of diversified machined parts.

DUTIES:

- 1. Set up and operate a variety of machine tools such as, boring mills, surface grinders, engine lathes, or milling machines in the construction of machine parts, tools, gauges, jigs, fixtures and dies. Also plans and lays out simple work. Receives instructions from foreman and makes adjustment due to limitation of machine in order to determine speed, feeds, and depth of cut.
- 2. Checks work during operation.
- 3. Dresses tools as needed using proper coolant.
- 4. Keeps work area and equipment clean and orderly.
- 5. Performs other miscellaneous duties as required.

5-1-19-66
Paul L. L.
1-1-1-66

LAST AUDIT _____

METHOD OF PAYMENT



HOURLY



INCENTIVE



PIECE WORK

JOB NAME Machinist "B"

JOB CODE 133

TOTAL POINTS

EDUCATION

Requires the use of fairly complicated drawings, advanced shop mathematics, and a variety of precision measuring instruments. Some trade knowledge. High school education or equivalent plus short terms trade training.

EXPERIENCE	3 - 4 years related experience.
INITIATIVE AND INGENUITY	Requires the ability to plan and perform a sequence of operations where a standard method of operations is available and makes general decisions involving quality tolerances, operation and set up.
PHYSICAL DEMAND	Light physical with average weight material but where material exceeds handling time.
MENTAL OR VISUAL DEMAND	Constant mental and visual attention to layout work. Make set ups and watch operation of machines.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Careless set ups or inaccurate determination of feeds, speeds or depth could cause damage to tools, cutters, or machines. Probable loss seldom over \$250.00.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Improper set up of operation or errors in fitting and assembling may result in loss through scrapping of work, material or parts. Probable loss would seldom be over \$500.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of tools or equipment could cause lost time accidents to others such as, eye injury, loss of fingers, broken or crushed bones.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.
WORKING CONDITIONS	Typical machine shop conditions, slightly dirty, noisy, and greasy but not excessive or continuous.
UNUSUAL HAZARDS	Exposed to lost time accidents in work with high speed tools and equipment. Eye injury, loss of fingers, broken or crushed bones, etc.

[G.C.EX. 59(e)]

HOURLY JOB RATING

DEPARTMENT Plant Engineering
 DIVISION Machine Shop
 NAME Machinist Class "A"

JOB CODE _____ 134 _____
OCC. CODE _____
GRADE _____ 2 _____
DATE (7-26-62) Revised 11-12-65
ANALYST Bill Allen

DESCRIPTION OF DUTIES

GENERAL FUNCTION: To set up and operate machine tools on construction and repair of diversified machine parts, tools and equipment.

DUTIES:

1. Plan, set up, layout and operate all standard machine tools including lathes, milling machine, planers, shapers, and specialized machines that have been developed for them on fabrication and repair of diversified machines parts. Receives instructions from foreman and makes adjustment due to limitation of machine in order to determine speed, feeds, and depth of cut.
2. Selects materials, parts and equipment required to perform work and fits and assembles parts into mechanical equipment.
3. May be responsible for coordinating, instructing, overseeing and following up on the duties of Class "B", "C", and Apprentice Machinists.
4. Keeps work area and equipment clean and orderly.
5. Performs other miscellaneous duties as required.

[illegible]

METHOD OF PAYMENT ☐ HOURLY ☐ INCENTIVE ☐ PIECE WORK

JOB NAME Machinist Class "A" JOB CODE 134

TOTAL POINTS

EDUCATION

Works from complex blueprints, specifications. Uses advanced shop mathematics, charts, tables and a wide variety of precision measuring instruments. Has working knowledge of metals, brass, iron, etc. Broad trade knowledge. High school education plus 4 years trades training.

EXPERIENCE	4 - 5 years related experience.
INITIATIVE AND INGENUITY	Plan and perform a wide variety of complicated and semi-complex machining operations where only general methods are available. Use of considerable initiative and ingenuity to set up a sequence of operation. Considerable use of judgment in clamping or blocking parts in machine.
PHYSICAL DEMAND	Light physical work with average weight material. Machine time exceeds handling time.
MENTAL OR VISUAL DEMAND	Concentrated mental and visual demand to layout work, make set-ups, work from blueprints, check work and make necessary adjustments.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Careless set-up or inaccurate determinations of speed may cause breakage to tools, cutters, reamers, etc. or other damage to machines. Probable loss seldom over \$250.00.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Improper set-up, operation or errors in fitting and assembly may result in loss of work time, scrapping of materials or parts. Probable loss seldom over \$500.00.
RESPONSIBILITY FOR SAFETY OF OTHERS	Careless operation of equipment or tools could cause lost time, accidents such as eye injuries, loss of fingers, broken or crushed bones, etc.
RESPONSIBILITY FOR WORK OF OTHERS	May assist "B", "C", and Apprentice Machinists.
WORKING CONDITIONS	Typical Machine Shop conditions. Some exposure to noise, dirt, lubricant, coolant, but not excessive or continuous.
UNAVOIDABLE HAZARDS	Exposed to lost time accidents in working with high speed tools, machines and handling heavy materials. Eye injuries, broken or crushed bones, loss of fingers.

[G.C.EX. 60(a)]

PERSONNEL	SERVICE DATE	AGE AT ENRLY.	YRS. SERV.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	RET
ADDRESS	804 Cox Alley, Tyler, Texas																												
ADDRESS																													
ADDRESS																													
EDUCATION	NAME AND LOCATION OF SCHOOL														CIRCLE LAST GRADE COMPLETED				YEAR		DEGREES OR HONORS REC'D								
HIGH SCHOOL	Tyler, Texas														1 2 3 4 5 6 7 8				XXXX										
COLLEGE															1 2 3 4														
UNIVERSITY															1 2 3 4 5 6						LV0								

AL QUALIFICATIONS, SKILLS, AND INTERESTS		DATE TEST	PCT.	DATE TEST	PCT.
HOME <input checked="" type="checkbox"/> RENT <input type="checkbox"/> BOARD <input type="checkbox"/> LIVE WITH PARENTS <input type="checkbox"/> SINGLE <input checked="" type="checkbox"/> MARRIED <input type="checkbox"/> WID. <input type="checkbox"/> DIV. <input type="checkbox"/> SEP.					
DEPENDENTS <input type="checkbox"/> WIFE <input checked="" type="checkbox"/> 7 CHILDREN OTHERS <input type="checkbox"/> WIFE OR HUSBAND'S NAME		Eave			
EXAM DATE		OK FOR <input type="checkbox"/> LT <input type="checkbox"/> MED <input type="checkbox"/> HEAVY		HT. 5'4 WT. 150 LBS. DATE ON RES. GP.	

[G.C.EX. 60(b)]

STATUS CHANGE NOTICE

Fact. Serv. - 4-25-65

Last Name	First Name	Middle Name	Sex	Badge No.	Code	Effective Date
Williams	Horris		M	VD52	1	4-3-66
Shift	Dept. No.	Work Unit	Job No.	Grade	Rate	Step
From 3	2	Shop B	244	7	1.84	T
To 3	2	Shop A	250	5	1.91	B
EXPLANATION OF CODES						
1 Promotion 2 Transfer 3 Bring to Job Rate 4 Transfer Between Payrolls 5 Leave of Absence 6 Bring to Mark Rate 7 Shift Change			8 Mutual Agreement 9 Reorganization 10 Reclassification 11 Other (Please write in)			
First Approval			Final Approval			
B. P. Palmer 3-28-66			G. H. 4-4-66			
Second Approval			Wage & Salary Approval			
M. L. 3-28-66			T. J. C. 4-4-66			

 1. PERSONNEL RECORDS - WHITE
 2. DATA PROCESSING - GOLDENROD

 3. TIMEKEEPING - PINK
 4. SUPERVISOR - YELLOW

DATE FROM	TO	FIRM AND LOCATION	POSITION	LEAVING SAL.	REASON
1959	1959	C. Whiteman, Tvler	Laborer	55.00 Wk.	
1950	1958	Bailes Cleaners	"	50.00 "	Lay off-
1948	1950	College Cleaners, Tvler	"	"	

[illegible]

REASON	E-EMPLOY	T-TRANSFER	M-MERIT INCREASE	TH-TRSF. FROM HRLY.	Q-QUIT
CODE:	P-PROMOTION	R-RECLASSIFY	A-ADJUST. INCREASE	LA-LEAVE OF ABSENCE	D-DISCHARGE

CLOCK No.	DEPT.	DATE OF BIRTH	SS No.										
		11/1/29	451-42-3981										
ID No.	NAME												
X 052	Williams, Hoover	X	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV

[G.C. EX. 60(d)]

HOURLY JOB RATING

DIVISION Production
DEPARTMENT North and South Plant
SECTION All Areas
IT

JOB CODE 249
OCC. CODE
GRADE 7
DATE Rev. 10-18-65 (6-19-
ANALYST W. T. Allen

OB NAME	Fork Truck Operator "B"
---------	-------------------------

DESCRIPTION OF DUTIES

GENERAL FUNCTION:

Operates fork truck for collecting and delivering materials.

DUTIES:

1. Operates fork truck to load, move, stack and unload materials including parts, products, containers, scrap, tote-boxes, sand, etc.
2. Keeps driving aisle clear of all materials moving by hand when necessary.
3. Inspects and maintains fork truck according to instructions issued by the Industrial Equipment Department.
4. Performs other miscellaneous duties as required.

Leah H

DATE
LAST AUDIT

METHOD OF PAYMENT

☐

HOURLY

☐

INCENTIVE

☐

PIECE WORK

JOB NAME

Fork Truck Operator "B"

JOB CODE

249

TOTAL POINTS

EDUCATION

Ability to read, write and follow simple instructions. Grammar school education or the equivalent.

EXPERIENCE

Six (6) months related experience.

INITIATIVE
AND
INGENUITY

Ability to follow simple instructions and use some judgment in operation of fork truck in performing duties, such as loading, unloading, moving, and stacking of materials as required.

PHYSICAL DEMAND	Medium physical effort in operating fork truck and may do other duties requiring physical demand.
MENTAL OR VISUAL DEMAND	Continuous alertness while operating fork-truck in moving around plant area to load, unload, move or stack materials in the proper location.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Probable damage to equipment due to failure in checking for proper operating condition would seldom be over \$250.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Probable loss due to damage of water main fittings or such would seldom be over \$60.
RESPONSIBILITY FOR SAFETY OF OTHERS	Constant care to prevent serious injury to others, but others may act to prevent being injured.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.
WORKING CONDITIONS	Exposed to weather and other normal foundry conditions.
UNAVOIDABLE HAZARDS	Exposed to lost-time accidents, such as cuts, bruises, burns, broken bones while operating fork truck.

[G.C.EX. 60(e)]

HOURLY JOB RATING

DIVISION Production
 DEPARTMENT North and South Plants
 SECTION All Areas
 IT

JOB CODE 250 //1-6
 OCC. CODE
 GRADE 5
 DATE (6-19-62) Rev. 10-18-65
 ANALYST W. T. Allen

JOB NAME Fork Truck Operator "A"

DESCRIPTION OF DUTIES

GENERAL FUNCTION:

Operates fork truck for collecting and delivering materials.

DUTIES:

1. Operates fork truck to load, move, stack and unload materials, products, parts, containers, scrap, tote-boxes and sand.
2. Knows types of products and location of storage in yards.
3. Responsible for keeping storage yard stacked and clean; may stack pipe by hand when required.
4. May assist in assembling orders.
5. Reports damage castings to foreman.
6. Inspects and maintains fork truck according to instruction issued by the Industrial Equipment Department.
7. Performs other miscellaneous duties as required.
8. Keeps driving aisles clean and free of all materials, moving by hand when necessary.

DATE
LAST AUDIT

METHOD OF PAYMENT

☐ HOURLY

☐ INCENTIVE

☐ PIECE WORK

JOB NAME Fork Truck Operator "A"

JOB CODE 250

TOTAL POINTSEDUCATION

Requires the ability to read, write and follow instructions. Grammar school education or equivalent.

EXPERIENCE

Over 1 year related foundry experience.

INITIATIVE AND INGENUITY	Requires the ability to follow instructions and the use of some judgment in knowing the types and locations of all products in a particular area.
PHYSICAL DEMAND	Medium physical effort in operating fork lift and may help stack pipe in yard. Continuous activity required in locating products and delivering to a specified location.
MENTAL OR VISUAL DEMAND	Continuous mental and visual attention in operating fork truck requires some dexterity in manipulating controls.
RESPONSIBILITY FOR DAMAGE TO EQUIPMENT	Probable damage to equipment due to failure in checking for proper operating condition would seldom be over \$250.
RESPONSIBILITY FOR MATERIAL OR PRODUCT	Probable loss due to damage of high pressure fittings and such would seldom be over \$100.
RESPONSIBILITY FOR SAFETY OF OTHERS	Constant care in operating lift truck to prevent serious injury to others, but others may act to prevent being injured.
RESPONSIBILITY FOR WORK OF OTHERS	Responsible for own work only.
WORKING CONDITIONS	Exposed to inclement weather and other normal foundry conditions.
UNAVOIDABLE HAZARDS	Exposed to lost-time accidents, such as cuts, bruises, burns, flying particles which could cause eye injury.

[G.C.EX. 61]

Name of Employee	Effective Date of increase	Wage Rate	
		Before	After
1. Rade G. Arnold	June 5, 1966	*2.03	*2.14
2. Jerry L. Ashcraft	July 10, 1966	2.09	2.20
3. Jerry G. Austin	June 5, 1966; Sept 18, 1966	2.03	2.14
4. Charles W. Caddel	June 5, 1966	2.32	2.44
5. Dale W. Caffey	Apr 17, 1966 ; May 22, 1966	1.59	1.66
6. John D. Campbell	June 19, 1966	1.97	2.06
7. Jerry D. Easley	May 22, 1966	2.03	2.14
8. Elmer C. Furrh	May 29, 1966	2.32	2.44
9. Robert C. Gamblin	July 3, 1966	1.97	2.06
10. Ccile D. Hammond	June 19, 1966	2.25	2.34
Larry W. Head	May 29, 1966		
11. Lawson H. Humphrie	June 5, 1966	2.32	2.44
Connie R. Tvey	Oct 1, 1966		
12. Jesus V. Lopez, Jr.	May 29, 1966	1.54	1.61
13. Raymond J. Luther	June 26, 1966	2.38	2.50
14. T. J. Mims	May 29, 1966; Sept 18, 1966	2.03 2.25	2.14 2.34
15. William C. Oliver	July 3, 1966	1.97	2.06
16. Augusta Stansell	July 10, 1966	2.38	2.50
17. Billy R. West	July 10, 1966	2.38	2.50
18. Hoover Williams	July 3, 1966	1.97	2.06

[G.C.EX. 62]

State of Texas
County of Smith

Affidavit

I, L. E. Creek, Route #10 Box 286,
Tyler, Texas, telephone LY-22974 after
being duly sworn make the following
statement of facts to Board Agent Frank
Chackal of my own free will and accord.

I am maintenance lead man on the
second shift at the north plant. I have
been an employee of Tyler Pipe about
4 years.

P.E.C. I got off from work at 11:30 P.M. and
after taking a bath at about 12:00 midnight
when I leave the parking lot. About
midnight on August 17, 1966, as I was
leaving the parking lot at the stop
sign on highway #69, Clifton McCand
was standing outside his car with a
microphone in his hand and there
was a loud speaker on the top of his car.
As I pulled up to the stop sign he

said, there's one of the do right keep and a seat." I told him, "go to hell."

I pulled on down highway #69 toward Tuba and McClure took out after me in his car. McClure followed behind me so close that I could hear him speaking to me over the P.A. system.

I ignored him until I had traveled about a mile from the point. I slowed to about 10 miles an hour and he continued to follow me. I heard him say, "you bald headed son of a bitch, you haven't got guts enough to stop." I pulled off the road and stopped. McClure pulled around to my left and headed his car into the left front corner. My car wasn't blocked as I was off the highway and McClure's car extended across the highway and was in both left and right lanes. After I stopped I asked, "What the hell?" "Now that I'm stopped what are you going to do about it?" "You bald headed son of a bitch, why don't you come on down to the union hall," McClure replied.

L.C.C.

Told him, "let's go down to the Sheriff's office" He didn't say anything else and Eddie gave him a chance to say any more and I pulled on off and left him. He followed me and passed me got in front of me and then pulled in the left lane and I passed him on the right. This happened two or three times and when he got to the crossroad at the main rail he pulled across the road at an angle and slowed down. I pulled around him to the right and went on to town. He followed me nearly to the city limits. I was travelling about 50 miles or between 40 to 50 miles an hour.

I went to the Sheriff's office and asked what I had to do to file charges against him. He advised me I could get a Justice of the Peace out of bed and wait and file the charge in the morning.

While I was at the Sheriff's office I called Whit Kelly and asked him what I should do. He told me it would probably be best to wait until in the

morning. We had been advised that the Company would see to it that we were protected during the strike. I called Dave McKie the next morning and came to the plant. Mr. McKie, and Whit King went with me to the District Attorney's office with me and I filed the charge.

On August 18, 1966 about 4:00 P.M. or 5:00 P.M. my wife called and said that someone called and asked what kind of car I drove and what time I got off. I told my supervisor and he advised Dave McKie and Mr. McKie arranged with the Sheriff's department to patrol by my house that night.

After I talked to Frank Cleveland last week on the telephone, I had car trouble and I called Mr. McKie about 9:30 a.m. and I got the name wrong of Mr. Cleveland. I told Mr. McKie that a Mr. Sterling of the National Labor Relations Board wanted to talk to me at the Holiday Inn Motel. Mr. McKie finally found out that the Board agent was Frank Cleveland.

I did come to the plant to talk to Mr. McKie and he advised me to talk to Mr. Cleveland. I went by the Holiday Inn to talk to Mr. Cleveland about 12 noon and Mr. Cleveland had checked out.

I have read the 4 page handwritten statement and swear that it is true and correct to the best of my knowledge and belief.

L. E. Crow
 Subscribed and sworn to before me on
 this 20 day of September 1966 at Tyler, Texas
 Frank Cleveland
 Guild Examiner
 N. L. R. B.

[G.C.EX. 63]

September 15, 1966

My name is L. E. Crow. I reside at Route 10, Tyler, Texas. I have been employed by Tyler Pipe and Foundry since September 10, 1962. My badge number is 5913. I am a leadman in the Maintenance Department of the North Plant working on the second shift from 3:00 p.m. to 11:30 p.m.

On Thursday morning, August 18, 1966, shortly after midnight, I was leaving the Tyler Pipe and Foundry Company North Plant Parking Lot going out onto Highway 69 after I completed my work shift. Mr. Patrick Thomas was a passenger in my car. As I drove out and stopped at the stop sign on Highway 69, there was a red Buick parked in front of the Tyler Pipe Snack Bar. The car, License No.

JVH 336 had one white person and one colored person in it and a public address system attached to the car. The white person was Clifton McCloud, who worked as a Maintenance Mechanic in the Maintenance Department of the North Plant. I know him and I am certain of his identity. The person or persons in the car called out to me over the public address system that I was a do-right boy and a scab. As I drove out onto Highway 69, I yelled at the people in the red Buick saying to go to Hell. As I started down the highway, this red Buick took out in a big hurry after me.

As they got close to me I could hear them hollering at me over the public address system. At first I could not tell exactly what they were saying due to the speed that I was driving; however, I did slow down some and they called me a bald headed son of a bitch several times and were telling me that I didn't have guts enough to stop.

I stopped my car by pulling off the hard surfaced portion of the road. The driver of the Buick stopped his automobile in the highway at an angle with possibly the rear end over in the lane nearest the median and the front of his car in the outside lane next to my car. I stopped my car and asked them now after I was stopped what they were going to do about it. I invited both of them out but neither one of them would get out of the car. When I saw they were just chickens, I proceeded toward Tyler. They followed me to the City Limits sign of Tyler, which is just a short distance from the Loop 323 continually heckling me over their public address system, but at the speed I was driving I could not clearly understand their words. Upon reaching the City Limits sign they turned back and proceeded back toward the Tyler Pipe and Foundry Company Plant.

The place where I stopped my car was about a mile from the Tyler Pipe plant and after starting out again, the driver of the 1959 red Buick attempted to force me off the highway several times and passed me two or three times between the Foundry and Tyler.

After entering the City Limits of Tyler, I drove directly to the Sheriff's Department and told the officer on duty what had happened and asked what I would have to do to file charges against them for trying to assault me with words and force me off the highway. The Sheriff's Department advised me that I could get a Justice of the Peace out of bed and file charges then or wait until morning and come by. Upon being advised of this, I called Mr. Whit Riley at the plant and advised him that I would come out and consult with Mr. David McKie in the morning.

At about 8:00 a.m. on Thursday, August 18, 1966, I came to Tyler Pipe and Foundry Company offices and contacted David McKie

reporting to him what had happened early that morning and gave him a brief statement concerning the details. David McKie and W. W. Riley accompanied me to the Criminal District Attorney's office in the Courthouse in Tyler where I reported to them what had happened early that morning when I was leaving work and I signed a complaint before Assistant Criminal District Attorney Hunter Brush in his office.

After filing this complaint, I drove on home and was at home all day until about 1:30 p.m. when I left to go back to work at the Foundry. Sometime between 4:00 and 5:00 p.m. on the 18th of August, my wife called me at work and advised me that she had had some mysterious phone calls that she thought I should know about. She advised me that someone had called the first time inquiring as to what kind of car I drove, and that I might not make it home. My wife asked the person to identify himself but he hung up the phone. Approximately 10 minutes later she received another phone call, and she said it sounded like a different person than the previous caller. This person was inquiring as to what time I usually come home and advised her again that I might not make it home. I reported this to my foreman and he called Mr. David McKie. David McKie came down to the North Plant and advised me that he would call the telephone company regarding these calls and the Sheriff's Department reporting these calls to him and requesting that special patrols be made by Mr. Crow's house that night and that he would also have private, special security patrols employed by Tyler Pipe and Foundry to make patrols by Mr. Crow's residence during the night.



L. E. Crow

[G.C.EX. 64]

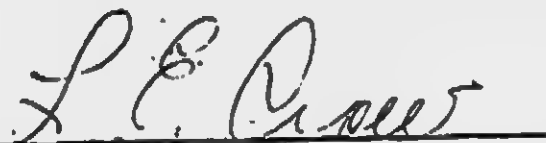
August 18, 1966

My name is L. E. Crow. I reside at Route 10, Tyler, Texas. I have been employed by Tyler Pipe and Foundry Company since September 10, 1962. My badge number is 5913. I am a leadman in the Maintenance Department of the North Plant working on the second shift from 3:00 p.m. to 11:30 p.m.

On Wednesday night, August 17, 1966, at approximately 12:02, I was driving out of the North Plant Parking Lot onto Highway 69. As I drove out, there was a red Buick, license number JVH-336, with one white person and one colored person in the Buick, with a P.A. system attached to the car. They were calling me do-right boy and a scab over the P.A. system. As I drove out, I told them to go to hell. As I pulled on down Highway 69 toward Tyler, they followed me calling me a bald headed son of a bitch over the loud speaker system and telling me I didn't have guts enough to stop. I stopped my car and asked them now after I was stopped what they were going to do about it. I invited both of them out but neither one of them would get out of the car. When I saw they were just chickens, I proceeded on toward Tyler. They followed me to the city limit sign of Tyler continually heckling me over the P.A. system, but at the speed I was driving I could not clearly understand their words. Upon reaching the city limit sign they turned back and proceeded back toward the plant.

I went by the Sheriff's Department and inquired as to what I would have to do to file charges against them for trying to assault me with words and force me off the highway. The Sheriff's Department advised me that I could get a J.P. (Justice of the Peace) out of bed and file charges then or wait until morning and come by. Upon being advised of this, I called Mr. Whit Riley at the plant and advised him that I would come out and consult with Mr. David McKie in the morning.

I have read this statement and it is true.


L. E. Crow

[G.C.EX. 65]

September 16, 1966

My name is W. W. Riley, Badge No. N-286. My address is Route 4, Box 330, Tyler, Texas. I have been employed by Tyler Pipe and Foundry Company since 1958. My job is Receiving and Stores Manager.

On Wednesday night and Thursday morning, August 18, 1966, I was on security patrol when I received a call from C. E. Gentry, Plant Security Guard, to come to the entrance of the North Plant Parking Lot on Highway 69. When I arrived at the entrance to the parking lot, there was a 1959 red and white Buick, License No. JVH-336, occupied by a colored man on the right side and a white man on the driver's side, whom I knew to be Clifton McCloud of the North Plant Maintenance Department. They had a loud speaker system attached to the top of car, which was parked along the outside of the fence in front of the South Plant Snack Bar and a few feet South of the entrance to the parking lot. They were heckling all employees who were entering and leaving the parking lot. As employees would enter the parking lot, they would tell them "you better not go in there," and also called them "scabs" and "do-gooders" and were also heckling those of us standing at the gate. They would also play music at various intervals over the speaker system.

Shortly after arriving at the gate and at approximately 12:05 a.m. a 1957 Ford driven by L. E. Crow and another passenger came through the parking lot entrance leaving the plant. At this time McCloud was standing on the ground beside the open car door with the microphone of the loud speaker system in his hand. As Crow drove through the entrance and was pulling up to the stop sign on Highway 69, McCloud began heckling him by calling him "scab" and "do-right boy" and as Crow pulled across the highway intersection, he told McCloud to "go to Hell" and McCloud answered, "same to you, Buddy." Crow then proceeded South on Highway 69 toward Tyler.

As McCloud called back to Crow, "same to you, Buddy," he was getting into the car; and as soon as he got into the car, he took off after Crow at a high rate of speed throwing rocks and gravel all over the entrance to the parking lot. As he began chasing Crow down the highway, I could hear voices over the speaker system but could not make out what they were saying.

At approximately 12:40 a.m. this same morning, I received a radio call from the security guard at the Number 1 Gate to come to the telephone. When I answered the telephone, it was L. E. Crow and he stated that he was at the Smith County Sheriff's Office. He

then told me that the Buick, with McCloud driving and a colored passenger, which took off after him when he left the parking lot, had chased him, attempted to run him off the highway, and had cursed him over the speaker system all the way to the Tyler city limits.

He told me that he was there at the Sheriff's Office to file charges against McCloud but that the Sheriff's Office advised him to wait until morning when the Justice of the Peace came to work. Crow then told me that he would like to talk with Mr. David McKie concerning this matter. I then advised Crow to wait at the Sheriff's Office and I would call him right back.

Upon hanging up the phone, I then called Earl Davis, Personnel Manager, and advised him of the situation. He told me that Mr. McKie would be in the office at approximately 8:00 a.m. that morning and to call Crow back and so advise. I then called Crow back at the Sheriff's Office and advised him that he could see Mr. McKie at 8:00 a.m. that morning. I also asked Crow at this time if he could identify the colored man in the car with McCloud. He stated that he could not.


W. W. Riley

SCHEDULE REFLECTING REPLACEMENTS
(Completed Sunday Afternoon 8/7/66)

1st SHIFT
LEADMAN -

M. DORSEY LEADMAN - 2nd SHIFT
L. DEWBERRY

OPERATORS

V. SMITH	R. SPENSER
C. WARD	M. LOCKETT
V.V. TUCKER	W.E. HARPER (Clay)
A. GRIFFIN	M.C. WARREN
J.E. COLE	B.T. HOLMAN
A. SMITH, JR.	D. ROBERTS
	B.J. KENNEDY (Love)

RELIEF OPERATORS

B. G. DORSEY	RELIEF OPERATORS	R. JONES
M. L. FORD		M. GORDON (Hargest)

LABORERS

J. R. LEMONS	LABORERS	G. PARKER
M. MOSLEY		A. M. GORDON
L. L. ERVIN		F. M. RILEY (Dixon)
F. DORSEY		O. R. GORDON
L.L. ALLEN		

TRUCK LIFT

W. T. DENNIS	TRUCK LIFT	M. ROGERS
		A. SPENSER

JOBS ELIMINATED

RELIEF OPERATOR	(D. HOWARD)
LABOR	(F. JOHNSON)
LABOR	(E.M. CAMPBELL)

HUB CORE DEPARTMENT - SHIFT SCHEDULE
IMMEDIATELY PRIOR TO AUGUST 5, 1966

1st SHIFT		2nd SHIFT		3rd SHIFT	
LEADMAN	M. DORSEY	LEADMAN	L. DEWBERRY	LEADMAN	W. E. HARPER
OPERATORS	V. SMITH	OPERATORS	M. C. WARREN	OPERATORS	D. ROBERTS
	B. J. KENNEDY		R. SPENSER		J. W. HARGEST
	V. V. TUCKER		W. CREAR		M. LOCKETT
	A. GRIFFIN		R. JONES		M. GORDON
	C. WARD		J. E. COLE		L. M. CLAY
	B. G. DORSEY		B. T. HOLMAN		D. HOWARD
	G. LEE		A. SMITH, JR.		F. W. LOVE
TRUCK LIFT	W. T. DENNIS	TRUCK LIFT	A. SPENSER	TRUCK LIFT	M. ROGERS
LABORERS	J. R. LEMONS	LABORERS	L. W. EDWARDS	LABORERS	O. R. GORDON
	M. L. FORD		A. ARTEAGA		A. M. GORDON
	M. MOSLEY		S. J. ARTEAGA		E. J. DIXON
	F. DORSEY		N. LOTHBRIDGE		F. JOHNSON
	L. L. ALLEN		G. PARKER		E. M. CAMPBELL
	L. L. ERVIN		F. M. RILEY		L. L. WILLIS

10:00 P.M.-6:00 A.M.

2:00 P.M.-10:00 P.M.

Time of Shift 6:00 A.M.-2:00 P.M.

[G.C.EX. 70]

TERMINATION NOTICE

Last Name	First Name	Middle Name	Sex	Badge No.	Plant	Date
Antone	Amari		-	9-713	N	8-1-66
Department		Date Employed	Effective Date	Cost Center No.		
Steel Mill		5-2-66	8-1-66	3403		

REASON FOR LEAVING

☐ LAY OFF

Voluntary

- ☐ 1. Personal Reasons
☐ 2. Medical Reasons
☐ 3. Another Position
☐ 4. Dissatisfied
☐ 5. No Transportation
☒ 6. Leaving Area
☐ 7. Attend School
☐ 8. Military Service
☐ 9. Without Notice
☐ 10. Other

Involuntary

- ☐ 1. Unadaptable
☐ 2. Unsatisfactory Attendance
☐ 3. Unsatisfactory Attitude
☐ 4. Violation of Company Rules
☐ 5. Refused to do Assigned Work
☐ 6. Other

REMARKS:

Pete Brackner
 Foreman

Bill Calvey
 Department Head

Mike Stone
 Personnel Advisor

Cecil Thomas

GC 70

1—Personnel Dept.—White

2—I. B. M.—Yellow

3—Payroll—Pink

4—Personnel Advisor—Golden Rod

[G.C.EX. 71]

TERMINATION NOTICE

Last Name	First Name	Middle Name	Sex	Badge No.	Plant	Date
Antone	J. S.		-	9-714	N	8-1-66
Department		Date Employed	Effective Date	Cost Center No.		
Steel Mill		4-27-66	8-1-66	3403		

REASON FOR LEAVING

☐ LAY OFF

Voluntary

- ☐ 1. Personal Reasons
☐ 2. Medical Reasons
☐ 3. Another Position
☐ 4. Dissatisfied
☐ 5. No Transportation
☒ 6. Leaving Area
☐ 7. Attend School
☐ 8. Military Service
☐ 9. Without Notice
☐ 10. Other

Involuntary

- ☐ 1. Unadaptable
☐ 2. Unsatisfactory Attendance
☐ 3. Unsatisfactory Attitude
☐ 4. Violation of Company Rules
☐ 5. Refused to do Assigned Work
☐ 6. Other

REMARKS:

Pete Brackner
 Foreman

Bill Calvey
 Department Head

Mike Stone
 Personnel Advisor

Cecil Thomas

GC 71

1—Personnel Dept.—White

2—I. B. M.—Yellow

3—Payroll—Pink

4—Personnel Advisor—Golden Rod

[G.C.EX. 72]

TERMINATION NOTICE

Last Name	First Name	Middle Name	Sex	Badge No.	Plant	Date
EDWARDS	L.	W.		7712	N	7-29-66
Department	Date Employed	Effective Date	Cost Center No.			
Hut Case	6-21-62	7-29-66	3403			

REASON FOR LEAVING

☐ LAY OFF

Voluntary

- ☐ 1. Personal Reasons
☐ 2. Medical Reasons
☐ 3. Another Position
☒ 4. Dissatisfied
☐ 5. No Transportation
☐ 6. Leaving Area
☐ 7. Attend School
☐ 8. Military Service
☐ 9. Without Notice
☐ 10. Other

Involuntary

- ☐ 1. Unadaptable
☐ 2. Unsatisfactory Attendance
☐ 3. Unsatisfactory Attitude
☐ 4. Violation of Company Rules
☐ 5. Refused to do Assigned Work
☐ 6. Other

REMARKS:

R. L. Parrott
Foreman

Pete Baurin
Department Head

J. J.
Personnel Advisor

Cecil Jones

GC 72

1—Personnel Dept.—White

2—I. S. M.—Yellow

3—Payroll—Pink

4—Personnel Advisor—Golden Red

PROPOSED SCHEDULE CHANGE TO BE EFFECTIVE AUGUST 7, 1966

1st SHIFT		2nd SHIFT	
LEADMAN	M. DORSEY	LEADMAN	L. DEWBERRY
OPERATORS	V. SMITH	OPERATORS	M. C. WARREN
	C. WARD		R. SPENSER
	V. V. TUCKER		M. LOCKETT
	A. GRIFFIN		W. E. HARPER
	J. E. COLE		L. M. CLAY
	D. ROBERTS		B. T. HOLMAN
	A. SMITH, JR.		F. W. LOVE
RELIEF OPERATORS	B. G. DORSEY	RELIEF OPERATORS	J. W. HARGEST
	B. J. KENNEDY		R. JONES
	M. L. FORD		D. HOWARD
LABORERS	J. R. LEMONS	LABORERS	G. PARKER
	M. MOSLEY		E. J. DIXON
	F. DORSEY		M. GORDON
	L. L. ALLEN		O. R. GORDON
	L. L. ERVIN		
TRUCK LIFT	W. T. DENNIS	TRUCK LIFT	M. ROGERS
			A. SPENSER
OTHERS	N. LORTHRIDGE	OTHERS	G. LEE
	F. M. RILEY		CREAR
	F. JOHNSON		
	A. M. GORDON		
	E. M. CAMPBELL		

Scheduled to be transferred out of Hub Core Dept.

[G.C.EX. 73]

[G.C.EX. 74]

FOWLER, WHITE, GILLEN, HUMKEY & TRENAM

ATTORNEYS AT LAW

FIRST FEDERAL BUILDING
TAMPA, FLORIDA 33601
TELEPHONE 228-7411

CITY NATIONAL BANK BUILDING
MIAMI, FLORIDA 33130
TELEPHONE 377-2781

FLORIDA NATIONAL BANK BUILDING
ST. PETERSBURG, FLORIDA 33701
TELEPHONE 882-8123

CABLE ADDRESS

"FOWHITE"

PLEASE REPLY TO:
MIAMI, FLORIDA 33130

October 3, 1966

Mr. Elmer Davis, Director
16th Region, N. L. R. B.
Room 8A24, Federal Office Building
819 Taylor Street
Fort Worth, Texas 76102

Re: Case No. 16-CA-2782
Tyler Pipe & Foundry

Gentlemen:

This letter is written for the purpose of presenting an addition to the position of Tyler Pipe & Foundry Company, hereinafter called the Employer, with regard to the above filed unfair labor practice charges.

In our letter of September 13, 1966, I indicated that the seven persons involved, were permanently replaced. Below is a list of the persons replaced, their replacement and the effective date of such replacement.

1. Dolphus Howard - had been reclassified prior to his walkoff from a Hub Core Operator to a Relief Hub Core Operator. This reclassification, and his new job, was to be effective starting Sunday, August 7, 1966, the effective date of the major shift change. Howard was replaced by M. Gordon. M. Gordon had been reclassified to a laborer in the Hub Core Unit as a result of the shift change, however, because of the vacancy created by Howard, Gordon was permanently moved into his spot. Before Gordon's reclassification to laborer, Gordon had also been a Hub Core Operator.

2. J. W. Hargest - due to the shift change, he had been reclassified from a Hub Core Operator to a Relief Hub Core Operator. Such reclassification was to be effective August 7, 1966. When he vacated job on August 5th he was permanently replaced by F. M. Riley who was a laborer in the Hub Core Department.
3. F. W. Love - was a Hub Core Operator and was to have continued as such when the major shift change became effective. When he vacated the job, he was permanently replaced by B.J.Kennedy. Kennedy had been scheduled for reclassification from Hub Core Operator to Relief Hub Core Operator beginning Sunday, August 7th, however, because of Love's vacating his job it was not necessary to reclassify Kennedy and he was immediately moved and took over Love's spot.
4. L. M. Clay was a Hub Core Machine Operator and would have continued when the major shift change occurred. He was permanently replaced by W. E. Harper. Harper was a leadman and was to be reclassified as a Hub Core Operator when the major shift change occurred. He was so reclassified and did assume L. M. Clay's job.
5. E.J. Dixon - was a laborer in the Hub Core Department. She was permanently replaced by G. Parker. G.Parker was a laborer and was to have been transferred out of the Hub Core Department when the major shift change was effectuated. However, because Dixon vacated the job, Parker was permanently moved into that position, such transfer was unnecessary.
6. E.M.Campbell -was a laborer in the Hub Core Department. She was permanently replaced by A.M.Gordon. A.M.Gordon was a laborer and was to have been transferred out of the Hub Core Department when the major shift change became effective. However, because Campbell vacated the job, Gordon was permanently moved into that position and her transfer was unnecessary.
7. F. Johnson - was a laborer in the Hub Core Department. L. L. Erwin permanently replaced him. Erwin was a laborer and was to be transferred out of the Hub Core Department when the major shift change was effectuated. However, because F. Johnson vacated his job, Erwin was immediately and permanently transferred into his position and therefore his transfer was unnecessary.

The above seven employees who were the permanent replacements for the seven persons listed in the above filed unfair labor practice cause were all in the jobs described above on Sunday night, August 7th, 1966, and are still performing these jobs as of this date.

I trust that this information is the information you desire concerning this unfair labor practice charge. If I can be of any further assistance to you in this regard, please do not hesitate to call me.

Sincerely,

FWLER, WHITE, COLLINS, GILLEN, HUMKEY
& TRENAM

By

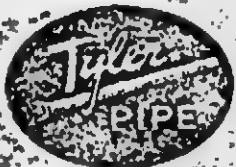

W. Reynolds Allen

WRA:p

cc: Mr. David K. McKie

Industrial Relations Manager

[G.C.EX. 75]



Date: 1-27-66

Jack Morris, D. Pike, Clark Collins
and A.C. Smith met in office
of Yard Crew South plant for
a discussion - The following was
discussed -

Jack Morris talked with A.C. Smith concerning soliciting union votes & Card Signing Against his employer during the time he was being paid for work performed.

It was reported to Clark, Pike and Mr. Morris this was being done in departments other than the one in which he works.

Mr. Morris explained, thoroughly, that he (Smith) would be terminated if this continued. Mr. Morris stated to Smith he thought it was fair to Smith not to take time to explain to him the mistake he was making. Explaining to Smith this soliciting was company time was absolutely against company rules. Smith admitted knowing this.

Mr. Morris used this phrase, "A.C., I am not seeing at you, only trying to help you. Don't get me wrong!"

Mr. Morris also explained to A.C. that Smith's Break and lunch period was his (Smith's) own time, Mr. Morris

said he was talking to Smith about
the time he was on his job and
"not" on lunch and Break time.

*J. Duke
Clark Collins*

[G.C.EX. 76]

EMPLOYEE PERFORMANCE RECORD

NAME Arthur C. Smith BADGE NO. R 604 DATE EMPLOYED 4-13-63
ADDRESS Route 5, Box 74, Tyler, Texas PHONE LY 22984 DOB Sept. 11, 1943

WORK RECORD

DATE EFFECTIVE	UNIT OR DEPARTMENT	LABOR GRADE AND STEP	JOB TITLE & JOB NO.	REASON FOR CHANGE	SUPERVISOR
4-13-63	Shipping	8 base	Fitting order assembler helper 262	Employed	
2-28-63	✓	8-J	✓ ✓ ✓ ✓ 262	3	<i>Angie Kern</i>
5-5-63	✓	6 B	<i>Mail Room 253</i>		<i>C. Collins</i>
8-14	✓	5 J	<i>A Fork of a Road 250</i>		<i>C Collins</i>

NATIONAL LABOR RELATIONS BOARD

16-CA-2782 OFFICIAL EXHIBIT NO. 2C76

In the matter of Tyler Pipe
Case No. 2-17-67 Witness [Signature] Reporter [Signature]

WORK PERFORMANCE RECORD

DATE	COMMENT	SUPERVISOR
1-18-63	Arthur is fairly good. Help him a lot to learn yet.	Joe Hill
2-9-63	Arthur Smith was brought to job site	Lloyd Kline
1-18-63	Arthur has days off work quite a few times also late and several times.	
1-25-63	Transferred to Clark Collins' yard here	Joe Hill
1-6-64	Has done a good job, good to follow and take good care of equipment.	

WORK PERFORMANCE RECORD

DATE	COMMENT	SUPERVISOR
1-6-64	Arthur. Times been absent a few times call in some times and didn't call in.	E. Collins
1-6-65	A. C. Smith has improved a great deal this past quarter. Absent a good, doing a good job on yard, and works good with other people.	C. Collins

[TRIAL EXAMINER'S EXHIBIT No. 1]

[Caption Omitted in Printing]

COMPLAINT AND NOTICE OF HEARING

It having been charged by International Molders and Allied Workers Union, AFL-CIO, herein called the Union, that Tyler Pipe and Foundry Company, herein called Respondent, has engaged in, and is engaging in, certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C. Sec. 151, et seq., herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, on behalf of the Board, by the undersigned Regional Director for the Sixteenth Region, pursuant to Section 10(b) of the Act and the Board's Rules and Regulations, Series 8, as amended, Section 102.15, hereby issues this Complaint and Notice of Hearing and alleges as follows:

1.

The original and first amended charges were filed on August 23, 1966, and September 12, 1966, respectively, and were served on Respondent by registered mail on or about August 24, 1966, and September 13, 1966.

2.

Respondent is, and has been at all times material herein, a corporation duly organized under, and existing by virtue of, the laws of the State of Texas, having its principal office and place of business in Swan, Texas, where it is now, and has been at all times material herein, continuously engaged in the manufacture of soil pipe and fittings. Respondent's Swan, Texas, plant is the only plant involved in this proceeding and shall be referred to herein as the "plant."

3.

Respondent, during the past 12 months, which period is representative of all times material herein, in the course and conduct of its business operations at its plant, purchased and received at its Swan plant from points outside the State of Texas raw materials valued in excess of \$50,000, and during the same period sold and shipped to points outside the State of Texas products valued in excess of \$50,000.

4.

Respondent is now, and has been at all times material herein, an Employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

5.

The Union is now, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.

6.

At all times material herein, the following persons occupied the positions set forth opposite their respective names and have been, and are now, agents of Respondent acting on its behalf and are supervisors within the meaning of Section 2(11) of the Act:

R. L. Barrett - Supervisor in Hub Core Department
Clark Collins - Foreman
Earl Davis - Assistant Industrial Relations Manager
Sam Gibbons - Supervisor
J. W. Grasham - Supervisor
George Head - Supervisor
John McGill - Production Supervisor
James Milstead - Supervisor of Maintenance
Jack Morris - Supervisor of Shipping Department
Darwood Pike - Day Shift Supervisor
Joe Roberts - Supervisor
James Stewart - South Plant Supervisor
Cecil Thomas - Personnel Manager
Tommy Wyatt - Maintenance Supervisor on Third Shift

Since on or about February 23, 1966, and continuing to date, Respondent has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing its employees in the exercise of rights guaranteed in Section 7 of the Act by the following acts and conduct:

(a) Respondent, by its agent and supervisor, Sam Gibbons, between about April 1, 1966, and April 30, 1966, at the plant orally created the impression of surveillance of its employees' union and concerted activities by telling them, in effect, that he (Gibbons) knew how many of Respondent's employees attended a union meeting and what was done and discussed at such meeting.

(b) Respondent, by its agent and supervisor, James Milstead, between about May 1, 1966, and May 31, 1966, at the plant orally threatened its employees with surveillance of their union activities.

(c) Respondent, by its agent and supervisor, Tommy Wyatt, between about July 1, 1966, and July 31, 1966, at the plant orally ordered, instructed, and/or directed its employees not to distribute union handbills on the Respondent's plant property without limiting such order, instruction, and/or direction to the working areas of its plant or its employees' working time.

(d) Respondent, by its agent and supervisor, J. W. Gresham, on or about August 18, 1966, at the plant orally threatened its employees with economic reprisals to the effect that their automobiles would be repossessed by the Respondent because of its employees' participation in a strike protesting the Respondent's unfair labor practices.

(e) Respondent, by its agent and supervisor, James Stewart, on or about August 23, 1966, at the plant orally ordered, instructed,

and/or directed its employees not to engage in union activities at the plant without restricting such order, instruction, and/or direction to its employees' working time.

(f) Respondent, by its agent and supervisor, Jack Morris, on or about February 28, 1966, at the plant, coerced, restrained and interfered with its employees' exercise of their Section 7 rights by (1) asking them orally, in effect, if they knew that they could get into trouble with the Respondent company because of their Union activities; (2) by advising them orally, in effect, that the Respondent company was seriously concerned with its employees' involvement with the Union, and that such involvement was considered by the Respondent as an expression of opposition to the Respondent's business interests; and (3) by orally threatening its employees with discharge as a reprisal for their engagement in Union activities.

(g) Respondent, by its agent and supervisor Tommy Wyatt, on July 23, 1966, at its plant orally interrogated its employee Clifton McCloud with respect to his attendance at and what business was transacted at a Union meeting held on the aforesaid date at the Delisa Ballroom located on the Texas College Road off of the North part of Loop 323 at Tyler, Texas.

(h) Respondent, by its officer and President, John A. Warner, on or about June 6, 1966, by letter distributed to its employees employed at its Swan, Texas plant made the following announcement:

Since the petition for an election was originally filed by the union, all matters with respect to wages, hours and working conditions have been frozen. However,

considerable time has elapsed and the Company feels that our employees should not be penalized further by the continued freezing of these conditions. For this reason, we are pleased to announce the following pay increases for all hourly employees.

1. Six cent (6¢) per hour across-the-board increase.
2. Six cent (6¢) per hour shift differential for all hourly work performed between 6:00 p.m. and 6:00 a.m.

and unlawfully deprived its aforesaid employees of and withheld from them the aforesaid wage increases from February 23, 1966 to, through, and including June 11, 1966, as a reprisal for their engagement in activities protected under Section 7 of the Act.

7A

Since on or about February 23, 1966, Respondent has violated Sections 8(a)(5) and (1) of the Act by the following acts and conduct:

(a) Although previously requested to bargain with the Union with respect to such matters, Respondent, on or about August 5, 1966, without notice to, or consultation with, the Union unilaterally (1) combined the third shift of its Hub Core Department with the first and second shifts of such Departments, (2) changed the regular working hours of its Hub Core Department employees and (3) reduced the wages of two of its Hub Core Department employees, Dolphus Howard and J. W. Hargest.

(b) Although Respondent was requested at all times since February 23, 1966, more particularly on or about July 26, 1966, by the Union to bargain with it concerning the wages, hours, and conditions of employment of its Swan, Texas Plant employees, Respondent has failed and

refused and continues to fail and refuse to bargain with the Union with respect to the aforesaid matters.

(c) Respondent, without prior adequate notice to, or consultation with, the Union, on or about June 12, 1966, unilaterally granted increases in wages to its employees employed at its Swan, Texas Plant.

(d) Respondent, between February 23, 1966 and June 11, 1966, deprived its employees employed during said period at its Swan, Texas plant, of, and withheld from them, a six cent (6¢) per hour increase in wages and a six cent (6¢) per hour shift differential for all hourly work performed between 6:00 p.m. and 6:00 a.m. in order to undermine and disparage the Union in the eyes of its employees and in order to destroy its majority.

(e) Respondent, on or about the dates set out hereinbelow, without prior notification to, or consultation with, the Union unilaterally changed approximately 415 of its employees' (employed at its Swan, Texas, plant) job grades and wages and unilaterally promoted them from one job classification and/or grade to another job classification and/or grade:

February 26, 1966	April 30, 1966
March 5, 1966	May 7, 1966
March 12, 1966	May 14, 1966
March 19, 1966	May 21, 1966
March 26, 1966	May 28, 1966
April 2, 1966	June 4, 1966
April 9, 1966	June 11, 1966
April 16, 1966	June 18, 1966
April 23, 1966	

All production and maintenance employees employed by Respondent at its plant in Swan, Texas, excluding over-the-road truckdrivers and their helpers, professional and technical employees, office and plant clerical employees, guards, watchmen, and supervisors as defined in the Act, constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act.

On or about August 5, 1965, a majority of the employees of the Respondent in the unit described above in paragraph 7B, by secret ballot election conducted under the supervision of the Regional Director for the Sixteenth Region of the National Labor Relations Board, designated and selected the Union as their representative for the purposes of collective bargaining with the Respondent.

On or about August 11, 1965, Respondent timely filed objections to the conduct of the election and conduct affecting the results of the election conducted on August 5, 1965, with the Regional Director for the Sixteenth Region of the Board. On September 30, 1965, the Regional Director for the Sixteenth Region of the Board issued a Supplemental Decision and Certification of Representative in which he overruled Respondent's objections and certified the Union as the exclusive collective bargaining representative of the unit of employees described above in paragraph 7B.

On or about August 5, 1966, at about 10 p.m., Respondent's employees Frank W. Love, Leon M. Clay, Dolphus Howard, J. W. Hargest, Ella Mae Campbell, Euse Jean Dixon, Francis Johnson, and A. M. Gordon,

presented to Respondent at its plant a grievance relating to Respondent's August 5, 1966 change in work schedules and reduction in pay of its employees at its plant. Respondent's supervisor and agent R. L. Barrett, on such occasion refused to discuss the above grievance to the satisfaction of the aforesaid employees and said employees in protest of Barrett's aforesaid conduct then concertedly ceased work at the plant and went on strike from about 10 p.m. August 5, 1966 to about 6 p.m. August 7, 1966.

9.

On or about August 7, 1966, at about 6 p.m. Respondent's employees, Frank W. Love, Leon M. Clay, Dolphus Howard, J. W. Hargest, Ella Mae Campbell, Emma Jean Dixon and Francis Johnson, who had engaged in the strike referred to above in paragraph 8, made an unconditional offer to return to their former or substantially equivalent positions of employment at the plant by appearing in person at the plant for such purpose, but Respondent refused the aforesaid offer and forthwith discharged the aforesaid employees on or about August 7, 1966.

10.

Respondent, on or about August 19, 1966, discharged its employee Clifton McCloud, employed at the plant.

11.

Respondent, on or about February 28, 1966, discharged its employee Arthur C. Smith II, employed at the plant.

12.

Respondent did discharge, and has failed and refused, and continues to fail and refuse to reinstate the employees referred to above in paragraphs 9, 10 and 11 because said employees joined or assisted the Union or engaged in other Union activity or concerted activity for the purpose of collective bargaining or mutual aid or protection.

13.

From on or about August 16, 1966, to on or about August 23, 1966, certain employees of Respondent working at its plant at Swan, Texas, ceased work concertedly and went out on strike.

14.

The strikes described above in paragraphs 8 and 13 were caused by the unfair labor practices of Respondent referred to above in paragraphs 8, 9, 10, 11 and 12 and said strikes were prolonged by the Respondent's conduct alleged in paragraph 7 above and the Respondent's conduct described in the Trial Examiner's Decision (TXD-423-66) issued on July 7, 1966, in Tyler Pipe and Foundry Company, Case No. 16-CA-2568.

15.

By the acts described in paragraphs 7, 7A, 8, 9, 10, 11 and 12 above, and by each of said acts, the Respondent did engage in, and is engaging in, unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

16.

By the acts described above in paragraphs 7(h), 7A(d), 9, 10 and 12, and by each of said acts, the Respondent did discriminate, and is discriminating, in regard to the hire or tenure or terms or conditions of employment of its employees thereby discouraging membership in a labor organization, and the Respondent thereby did engage in, and is engaging in, unfair labor practices affecting commerce within the meaning of Section 8(a)(3) and Section 2(6) and (7) of the Act.

16A

By the acts described above in paragraphs 7A and 8, and by each of said acts, Respondent did refuse to bargain collectively and is refusing to bargain collectively with the representative of its employees,

and thereby did engage in, and is engaging in, unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and Sections 2(6) and (7) of the Act.

17.

The acts of Respondent described in paragraphs 7, 7A, 8, 9, 10, 11 and 12 above, occurring in connection with the operations of Respondent described in paragraphs 2, 3 and 4 above, have a close, intimate, and substantial relation to trade, traffic and commerce among the several states and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

18.

The acts of Respondent described above constitute unfair labor practices affecting commerce within the meaning of Section 8(a)(1), (3) and (5) and Section 2(6) and (7) of the Act.

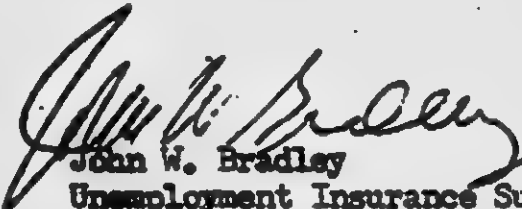
[TRIAL EXAMINER'S EXHIBIT No. 2]

January 20, 1967

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, John W. Bradley, Unemployment Insurance Supervisor, Insurance Department, Texas Employment Commission, hereby certify that the attached initial claim filed and signed by Frank W. Love, Social Security Number 458-52-1673, is a true and correct copy of the original signed by him on August 22, 1966. I further certify that the Notice of Claim Determination, Form B-33, dated September 15, 1966, is a true and correct copy of the original determination retained as a part of our permanent records and that the attached

Appeal Decision Numbered 38,024-AT-66, consisting of three pages,
is a true and correct copy of the decision mailed to the parties
involved on October 19, 1966.


John W. Bradley
Unemployment Insurance Supervisor
Insurance Department
Texas Employment Commission

SUBPENA DUCES TECUM

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To Mr. J. W. Bradley, Custodian of Records
Texas Employment Commission
Texas Employment Commission Building, Austin, Texas

Request therefor having been duly made by Tyler Pipe and Foundry Company

whose address is P. O. Box 2027 Tyler Texas 75702
(Street) (City) (State)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE A
TRIAL EXAMINER _____ _____ of the National Labor Relations Board,
at Assembly Room, Fourth Floor, Smith County Courthouse
in the City of Tyler, Texas
on the 23rd day of January, 1967, at 10 o'clock a. m.
of that day, to testify in the Matter of Tyler Pipe and Foundry Company,
Case No. 14-CR-2782

*And you are hereby required to bring with you and produce at said time and place the
following books, records, correspondence, and documents:*

SEE ATTACHMENT

B- 53295

In testimony whereof, the seal of the National Labor Relations Board is affixed hereto, and the undersigned, a member of said National Labor Relations Board, has hereunto set his hand and authorized the issuance hereof.



Issued at San Francisco, California

this 17th day of January, 1967.

John H. Fanning

RETURN OF SERVICE

I hereby certify that, being a person over 18 years of age, I duly served a copy of the within subpoena

in person ☒ by registered mail ☐ by telegraph ☐ by leaving copy at principal office or place of business, to wit:

(Indicate by check mark method used)

on the person named herein on

John H. Fanning
(Month, day, and year)
(Name of person making service)
Witnessed by [Signature], Texas
(Official title, if any)

I certify that the person named herein was

in attendance as a witness at

On (Month, day or days, and year)

(Name of person certifying)

(Official title)

U. S. GOVERNMENT PRINTING OFFICE

10-55467-1

ATTACHMENT

1. The Texas Employment Commission's Decision in Appeal No. 38,024-AT-66; Employer, Tyler Pipe and Foundry Company, Employer Account Number 006,692.
2. The original statement dated August 22, 1966, made and signed by Claimant Frank W. Love, Social Security No. 458-52-1673; Employer, Tyler Pipe and Foundry Company, Account No. 006,692, in which Mr. Love, on his application for unemployment benefits, made the statement:

"I was discharged for refusing to work overtime. I would get paid for the overtime. I didn't want to work overtime because a shift change was coming up and I didn't want to start a 10-hour shift with that short a notice." -

said statement being a part of the record in Appeal
No. 38,024-AT-66 of Texas Employment Commission.

TEXAS EMPLOYMENT COMMISSION - AUSTIN

NOTICE OF CLAIM DETERMINATION

LOCAL
OFFICE 1061INITIAL
CLAIM DATE 08-22-66CONTROL
DATE 08-23-66SOCIAL SECURITY
ACCOUNT NUMBER

458-52-1673

CLAIMANT'S
NAMEFRANK W. LOVE
ROUTE 6 BOX 101 A
TYLER TX

75701

098
MAILING
ADDRESS

IMPORTANT

THIS DETERMINATION BECOMES FINAL 15-DAYS
AFTER THE DATE MAILED (SHOWN BELOW)
08-23-66 UNLESS APPEALED BY CLAIMANT OR EMPLOYER.

SEE REVERSE SIDE

DETERMINATION OF CLAIMANT'S BENEFIT RIGHTS

- ☐ YOU MEET THE ELIGIBILITY REQUIREMENTS OF SECTION 4(a) and (d) OF THE ACT.
- ☐ YOU ARE NOT DISQUALIFIED FOR BENEFITS UNDER SECTION 5(a) or (b) OF THE ACT.
- ☐ YOU ARE NOT ELIGIBLE TO RECEIVE BENEFITS FOR THE PERIOD FROM _____ TO _____
- ☒ YOU ARE DISQUALIFIED FOR BENEFITS FOR THE 6 BENEFIT PERIOD(S) BEGINNING 8-22-66
AND ENDING 10-2-66 AMOUNTING TO \$ 222.00 WHICH LEAVES \$ 740.00
IN BENEFITS REMAINING IN YOUR CURRENT BENEFIT YEAR.

Indig. 8-22-66
Per Appeal
10-20-66 moc

You voluntarily left your last work when you walked off of the job with a group of workers after the foreman refused permission for the group to go to the supervisor and protest changes in the work schedule. Your reason for leaving your work was not good cause.

DETERMINATION OF EMPLOYER'S BENEFIT WAGES

NOTICE TO EMPLOYER: IF YOU REPORTED WAGES TO THE TEXAS EMPLOYMENT COMMISSION FOR THE CLAIMANT DURING THE BASE PERIOD OF HIS CLAIM, CHECKED BELOW IS THE DETERMINATION MADE IN REGARD TO YOUR ACCOUNT:

- ☒ THERE WILL BE NO CHARGEBACK TO YOUR ACCOUNT AS A RESULT OF THIS CLAIM.
- ☐ IF THE CLAIMANT IS PAID ANY UNEMPLOYMENT BENEFITS DURING HIS BENEFIT YEAR, THE WAGES YOU PAID HIM DURING HIS BASE PERIOD WILL BE CHARGED BACK TO YOUR ACCOUNT AS BENEFIT WAGES.

EMPLOYER'S
NAMEACCT. 006,692
NO. Tyler Pipe and Foundry
Tyler, TexasMAILING
ADDRESS

9-15-66

Date Mailed

Pulliam
Commission Representative

DECISION OF APPEAL TRIBUNAL
OF
TEXAS EMPLOYMENT COMMISSION

Name and Address of Claimant:	Frank W. Love Route 6, Box 101-A Tyler, Texas 75701	Appeal No.: 38,024-AT-66 S. S. No.: 158 52 1673
Name and Address of Employer:	Tyler Pipe and Foundry Company Post Office Box 2027 Tyler, Texas 75701	Employer Acct. No.: 006,692
Appeal Filed by:	Claimant	Appeal Filed: 9-19-66
Place of Hearing:	Tyler, Texas	Date of Hearing: 10-5-66
Appearances:	Claimant; Emma Jean Dixon, witness for claimant; Mr. David K. McKie for the employer	Date Decision Mailed: 10-19-66

STATEMENT OF THE CASE

The initial claim was approved for the payment of unemployment insurance for twenty-six weeks; however, the claimant was disqualified six weeks because he voluntarily left his last work without good cause connected with the work. Claimant appealed.

The employer was notified that its account would not be charged with the wages the employer paid the claimant during the base period.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The claimant worked for his last employer from July 18, 1961 to 6:00 a.m. on August 5, 1966. He was a hub core machine operator. He regularly worked five eight-hour shifts per week from 10:00 p.m. to 6:00 a.m. His final pay rate was \$1.94 per hour for the first forty hours per week, and he received time and one-half for all hours in excess of forty hours per week.

The employer was using three eight-hour shifts per day in the department in which the claimant worked. There was a decrease in the need for hub cores. For that reason, the employer decided to have two ten-hour shifts per day instead of three eight-hour shifts. Under the revised schedule, the employees would regularly work four ten-hour shifts per week, and they would still receive time and one-half for hours worked in excess of forty hours per week.

The employees voted in August, 1965 to be represented by a union. Final certification of the union as the bargaining agent for the workers has not been made.

The claimant states he last worked from 10:00 p.m. on August 4, 1966 to 6:00 a.m. on Friday, August 5, 1966, and that completed his forty hours work for the week. The foreman told him during this shift that a change in schedule was going to be made, and he would begin working a ten-hour shift at 6:00 p.m. on Sunday, August 7, 1966. He was scheduled to work eight hours of overtime from 10:00 p.m. on August 5, to 6:00 a.m. on August 6, 1966, and he reported for work. He and seven other employees

asked to talk as a group to Mr. "McK", industrial relations manager, in regard to the change in schedule, but the foreman would not give them permission to do so. The group of employees decided that since they could not talk to Mr. "McK", they would not work any overtime. They left the job at about 10:15 p.m. on August 5, without performing any service on that shift. They reported for work at 6:00 p.m. on August 7, with the intention of working ten hours per shift, but the employer would not let them work.

The claimant considers he was discharged. The employer considers he resigned by refusing to work the overtime hours scheduled. The claimant had worked forty-eight hours per week on previous occasions, and he had received time and one-half for the overtime.

The claimant states a grievance has been filed with the National Labor Relations Board. He does not know when a hearing will be conducted. He has not applied to any employers for work on his own initiative since August 22, 1966 because he is waiting to learn the outcome of the hearing before the National Labor Relations Board.

See Sections 5(a), 4(d), and 7(c)(2)(A) of the Texas Unemployment Compensation Act on the attached form.

The evidence shows overtime work was available for the claimant from 10:00 p.m. on August 5, to 6:00 a.m. on August 6, 1966, and he would have been paid time and one-half for working those hours. He had previously worked overtime as needed. On this occasion, he refused to work and walked off the job with seven other employees. The employer considered he had quit and would not let him return to work when he reported on the evening of August 7, 1966. The claimant denies quitting.

The evidence shows the claimant left the job of his own accord at a time when further work was available for him under the same terms under which he had been working. I find that he left his last work voluntarily without good cause connected with the work. The initial determination disqualifying him six weeks under Section 5(a) of the Act will be affirmed.

Since the claimant's last separation from this employer, prior to the beginning date of his benefit year, was under disqualifying circumstances, the employer's account will not be charged with the wages paid the claimant during the base period. The benefit wage determination will be affirmed.

The claimant has made no personal effort to secure employment since August 22, 1966, date of his initial claim, because he is waiting to learn the outcome of a grievance he has filed with the National Labor Relations Board concerning his separation from the job. He has not made the effort to find work that would normally be made by an unemployed individual who is firmly attached to the labor market and who sincerely desires employment. I find that he has not met the eligibility requirements under Section 4(d) of the Act from August 22, 1966 forward. An order of ineligibility will be established accordingly.

D E C I S I O N S

DECISION WITH RESPECT TO BENEFITS: The initial determination is affirmed under Section 5(a) of the Act.

The claimant is ineligible to receive benefits from August 22, 1966 forward, under Section 4(d) of the Act. He will remain ineligible as long as the above-mentioned conditions continue to exist. If those conditions should change and the claimant feels he has become eligible, he should contact his local office and request that the ineligibility period be ended.

DECISION WITH RESPECT TO BENEFIT WAGES: The benefit wage determination is affirmed, and the employer's account will not be charged with benefit wages paid the claimant during the base period.

C. E. Curry
C. E. Curry
Appeals Referee

[R.EX. 1]

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

CHARGE AGAINST EMPLOYER

INSTRUCTIONS: File an original and 4 copies of this charge with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE

Case No.
16-CA-2777

Date Filed
August 19, 1966

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

NAME OF EMPLOYER

Tyler Pipe and Foundry Company

NUMBER OF WORKERS EMPLOYED

2300

ADDRESS OF ESTABLISHMENT

(Street and number, city, State, and ZIP code)

P. O. Box 2027
Tyler, Texas 75702

TYPE OF ESTABLISHMENT (Factory, mine, wholesaler, etc.)

Foundry

Identify principal product or service

Soil Pipe and Fittings

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (3) & (5) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

On August 7, 1966, it, by its officers, agents and employees, terminated the employment of Frank W. Love, L. M. Clay, J. W. Hargest, Dolphus Howard, Francis Johnson, Emma Jean Dixon, E. M. Campbell, because of their membership and activities in behalf of Local No. 58, International Moulders and Allied Workers, AFL-CIO, and at all times since said date it has refused and does now refuse to employ the above named employees.

On August 5, 1966, it, by its officers, agents and employees, refused to bargain collectively with the authorized agents of Local No. 58, International Moulders and Allied Workers, AFL-CIO, chosen by a majority of its employees to represent them for the purposes of collective bargaining in respect to rates of pay, wages, hour of employment, and other conditions of employment.

By the acts set forth in the paragraphs above, and by other acts and conduct, it by its officers, agents and employees, interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

3. Full Name of Party Filing Charge (If labor organization, give full name, including local name and number)

Frank W. Love

4. Address (Street and number, city, State, and ZIP code)

Route 6, Box 101A, Tyler, Texas

Telephone No.

Ly 3-2856

5. Full Name of National or International Labor Organization of Which It is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By

Frank W. Love

(Signature of representative or person filing charge)

August 18, 1966

(Date)

An Individual

(Title, if any)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

[R.EX. 2]

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS: File an original and 4 copies of this charge with NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.		DO NOT WRITE IN THIS SPACE	
		Case No. 16-CA-2785	Date Filed August 31, 1966
1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a. Name of Employer Tyler Pipe and Foundry Company		b. Number of Workers Employed 2300	
c. Address of Establishment (Street and number, city, State, and ZIP code) P. O. Box 2027, Tyler, Texas 75702	d. Employer Representative to Contact	e. Phone No.	
f. Type of Establishment (Factory, mine, wholesaler, etc.) Foundry	g. Identify Principal Product or Service Soil Pipe and Fittings		
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.			
2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.) On or about March 20, 1966, it, by its officers, agents and employees, terminated the employment of Arthur Curtis Smith, because of his membership and activities in behalf of Local No. 53, International Molders and Allied Workers, AFL-CIO, and at all times since said date it has refused and does now refuse to employ the above named employee. By the acts set forth in the paragraph above, and by other acts and conduct, it by its officers, agents and employees, interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.			
3. Full Name of Party Filing Charge (If labor organization, give full name, including local name and number) Arthur Curtis Smith			
4a. Address (Street and number, city, State, and ZIP code) Route 5, Box 74, Tyler, Texas		4b. Telephone No. 2 2984	
5. Full Name of National or International Labor Organization of Which It is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)			

6. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

An Individual

(Signature of representative or person filing charge)
ARTHUR CURTIS SMITH

(Title, if any)

Address Route 5, Box 74, Tyler, Texas

2 2934
 (Telephone number)

(Date)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

[R.EX. 3]

UNITED STATES OF AMERICA
 NATIONAL LABOR RELATIONS BOARD

CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

INSTRUCTIONS: File an original and 4 copies of this charge with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

Case No.

16-CA-2791

Date Filed

9/7/66

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

Name of Employer

TYLER PIPE & FOUNDRY COMPANY

Number of Workers Employed

2000

Address of Establishment (Street and number, city, zone, and State)

P. O. BOX 2027
TYLER, TEXAS

Type of Establishment (Factory, mine, wholesaler, etc.)

FOUNDRY

Identify principal product or service
CAST IRON PIPE

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

ON AUGUST 17, 1966 THE EMPLOYER, IN VIOLATION OF SECTIONS 8 (a) (1) and (3) OF THE ACT, DISCHARGED ONE CLIFTON MCCLOUD BECAUSE THE SAID CLIFTON MCCLOUD HAD ENGAGED IN ACTIVITIES PROTECTED BY SECTION 7 OF THE ACT.

BY THIS AND OTHER CONDUCT, THE EMPLOYER HAS VIOLATED THE ACT.

3. Full Name of Party Filing Charge (If labor organization, give full name, including local name and number)

INTERNATIONAL MOLDERS & ALLIED WORKERS UNION, AFL-CIO

4. Address (Street and number, city, zone, and State)

5 LAKESIDE DRIVE, BRIDGETON, NEW JERSEY 08302

Telephone No.

452-6578

5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

INTERNATIONAL MOLDERS & ALLIED WORKERS UNION, AFL-CIO

6. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By Charles A. Boyd
(Signature of representative or person filing charge)

CHARLES A. BOYD

DISTRICT REPRESENTATIVE

September 6, 1966

(Date)

(Title, if any)

WILFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
U.S. GOVERNMENT PRINTING OFFICE: 1965-O-644178

[R.EX. 4]

[Caption Omitted in Printing]

PETITION TO REVOKE SUBPOENAS DUCES TECUM

Tyler Pipe and Foundry Company, Respondent in this cause, by and through its undersigned attorney, moves the Regional Director or the Trial Examiner, as the case may be, separately and severally, as to each, to revoke the Supoenas Duces Tecum numbered B-69478 and B-69479 issued on Nov. 29 and Dec. 1, 1966 and in support thereof says:

1. That the purpose of said Subpoenas Duces Tecum are only for the harassment and embarrassment of the party subpoenaed.
2. That said Subpoenas Duces Tecum are unreasonably oppressive.
3. That the evidence sought by the Subpoenas Duces Tecum is not germane to any lawful subject of inquiry.
4. That the Subpoenas Duces Tecum are unduly vague and so indefinite as to be no more than a fishing expedition.

5. That the evidence requested by the Subpoenas Duces Tecum does not relate to any matter under investigation or any matter in question in this proceeding.

6. That the materials sought by the Subpoenas Duces Tecum do not constitute evidence and are inadmissible in a proceeding of this nature.

7. That the Subpoenas Duces Tecum seek the production of documents and records, if they exist, which are protected from disclosure.

8. That the Subpoenas Duces Tecum were improperly served; that the proceedings to which these Subpoenas Duces Tecum are returnable were not properly initiated, and are therefore invalid and a nullity.

9. That the Respondent alleges on information and belief that no application for these Subpoenas Duces Tecum was properly made.

10. That the Subpoenas Duces Tecum were not requested by a party to this proceeding.

11. That the individual requesting said Subpoenas Duces Tecum and at whose request said Subpoenas Duces Tecum were issued was not entitled to the issuance of same.

12. That the issuance of said Subpoenas Duces Tecum was beyond the authority of the person issuing the same and contrary to the National Labor Relations Act, as amended.

6. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By

CHARLES A. BOYD

DISTRICT REPRESENTATIVE

September 6, 1966

(This, if any)

WRITELY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
U.S. GOVERNMENT PRINTING OFFICE: 1965-O-646178

[R.EX. 4]

[Caption Omitted in Printing]

PETITION TO REVOKE SUBPOENAS DUCES TECUM

Tyler Pipe and Foundry Company, Respondent in this cause, by and through its undersigned attorney, moves the Regional Director or the Trial Examiner, as the case may be, separately and severally, as to each, to revoke the Supoenas Duces Tecum numbered B-69478 and B-69479 issued on Nov. 29 and Dec. 1, 1966 and in support thereof says:

1. That the purpose of said Subpoenas Duces Tecum are only for the harassmt and embarrassment of the party subpoenaed.
2. That said Subpoenas Duces Tecum are unreasonably oppressive.
3. That the evidence sought by the Subpoenas Duces Tecum is not germane to any lawful subject of inquiry.
4. That the Subpoenas Duces Tecum are unduly vague and so indefinite as to be no more than a fishing expedition.

5. That the evidence requested by the Subpoenas Duces Tecum does not relate to any matter under investigation or any matter in question in this proceeding.

6. That the materials sought by the Subpoenas Duces Tecum do not constitute evidence and are inadmissible in a proceeding of this nature.

7. That the Subpoenas Duces Tecum seek the production of documents and records, if they exist, which are protected from disclosure.

8. That the Subpoenas Duces Tecum were improperly served; that the proceedings to which these Subpoenas Duces Tecum are returnable were not properly initiated, and are therefore invalid and a nullity.

9. That the Respondent alleges on information and belief that no application for these Subpoenas Duces Tecum was properly made.

10. That the Subpoenas Duces Tecum were not requested by a party to this proceeding.

11. That the individual requesting said Subpoenas Duces Tecum and at whose request said Subpoenas Duces Tecum were issued was not entitled to the issuance of same.

12. That the issuance of said Subpoenas Duces Tecum was beyond the authority of the person issuing the same and contrary to the National Labor Relations Act, as amended.

13. That the National Labor Relations Act, as amended, requires that a subpoena duces tecum be issued by a National Labor Relations Board member.

14. That the Subpoenas Duces Tecum show on their face that they bear only a facsimile of a signature and not the actual signature of a member of said Board.

15. That the Respondent does not keep books in such a manner as would reflect all of the information requested to be produced by the Subpoenas Duces Tecum.

16. That the Subpoenas Duces Tecum are not in proper form.

17. That no witness fees or mileage fees were tendered with service of said Subpoenas and the Respondent has good cause to believe that same will not be paid.

18. That the material sought by the Subpoenas Duces Tecum does not relate to any matters growing out of the complaint listed in this proceeding.

19. That no basis in fact or in law exists which would compel the production of the documents requested by the Subpoenas Duces Tecum.

20. That much of the materials requested in these Subpoenas Duces Tecum relate to the charge filed by Arthur C. Smith, being charge No. 16-CA-2785 and dated August 31, 1966; since it is apparent from the Complaint that this charge was

filed some 183 days after Smith's alleged discharge, same is clearly barred by the Statute of Limitations; therefore, Respondent should not be required to furnish any of the materials requested in the Subpoenas relative to Arthur C. Smith.

WHEREFORE, Respondent respectfully moves that an order be issued revoking said Subpoenas Duces Tecum.

Dated: December 6th, 1966.

[Subscription Omitted in Printing]

[Certificate of Service Omitted in Printing]

[R.EX. 5]

A meeting was held in Earl Davis's office at 3:00 p.m., Monday, February 28, 1966. Those present: Earl Davis, Jack Morris, Clark Collins, Garwood Pike, Arthur C. Smith, Monroe Dewberry, Johnny E. Woods.

Jack Morris - A. C., we are here to visit with you a little bit and ask a few questions, and let you give us a few answers if you care to. Do you remember me and Clark and Garwood visiting with you?

A. C. Smith - Yes, Sir.

Jack Morris - Do you remember our discussion?

A. C. Smith - Part of it.

Jack Morris - Do you know what we discussed.

A. C. Smith - Yes, Sir:

Jack Morris - What do you remember?

A. C. Smith - I remember you told me that you heard I had been talking about the union out there and that was cause for termination if I was caught doing it any more.

Jack Morris - You do remember us talking to you about this, then. Do you remember what the date of the discussion was.

A. C. Smith - No, Sir.

Jack Morris - What we are doing this afternoon is we feel that you don't understand and we would like to give you another opportunity to try to forget these soliciting activities on company time. Your lunch periods and your breaks are your time, but we have reason to believe that you have been doing these things on company time and I feel that we can back up what we are saying. Do you have anything to offer?

A. C. Smith - No, Sir.

Jack Morris - Do you agree with our discussion?

A. C. Smith - No. I haven't done anything to hurt anybody or do anything against anybody.

Jack Morris - In other words, on company time you have not solicited others?

A. C. Smith - I don't remember whether I have or not. Don't think I have.

Jack Morris - Like I said, we are here this afternoon to give you another opportunity and offer you our help and advise you what you can do and can't do. We have people in here this afternoon listening to this to be witnesses. We think maybe you don't understand and if you have any questions we would like to hear them.

A. C. Smith - No, Sir.

Jack Morris - Would you like for me to read this rule?

A. C. Smith - I just remember the important thing you told me.

Jack Morris - Do you remember that I told you I was doing it for your benefit.

A. C. Smith - Yes, Sir.

Jack Morris - As I say we are here this afternoon to try to straighten it out and tell you what our position will be and what will happen if it continues on company time. I feel Earl that he does understand.

Earl Davis - In the report you have that he did know that we have a policy on this. Was this your understanding at this time and it still is.

A. C. Smith - Yes, Sir.

Earl Davis - You were well aware of ~~that~~ this policy on January 27th.

A. C. Smith - No, Sir.

Jack Morris - You don't agree at the time that you knew about it.

A. C. Smith - No, Sir. Not until I was talked to at that time, and didn't say anything to anybody.

Earl Davis - I don't think that is what they meant, A. C. I don't think they wanted you to stop talking. As far as soliciting they meant it. But, not as far as just talking to everybody. This wouldn't be very good job if you couldn't talk to people about fishing, hunting, etc., but as far as soliciting for any cause I believe would be what they meant. But you hadn't heard of any such policy prior to the time Mr. Morris, Mr. Collins and Mr. Garwood talked with you?

A. C. Smith - No, Sir. Not involved in anything like this prior to that time.

Earl Davis - Do you feel that ^{you} understand it now.

A. C. Smith - Yes, Sir.

Earl Davis - And, do you understand what could be the results if it continues?

A. C. Smith - Yes, Sir.

Jack Morris - If there is any part of this discussion that you don't understand, please say so.

Do you understand that we don't want you to go down there and not talk to anybody.

Earl Davis - According to sufficient indications there is justification for your termination, but Mr. Morris ~~and~~ thought you might not understand this and that is why we wanted to get back into this thing and see if

you did.

Jack Morris - You thoroughly understand, A. C., that if another occurrence of this type occurs you will be terminated immediately.

A. C. Smith - Yes, Sir.

I have read the three pages of the minutes to this meeting and do fully understand

the the content herein.

Mr. Smith refused to sign the minutes of this meeting based on the fact that he felt they could be changed to read anything we desired, although he didn't believe we were that type of people.

Johnny Earl Wood
 Morgan Building
 Harwood Pike
 Jack Mand

[R.EX. 6]

NAME A. C. SMITH II
 FIRST MIDDLE LAST
 ADDRESS RT. 5 BOX 74
 NUMBER STREET OR R.F.D.
TYLER CITY TEXAS ZIP CODE
 SEX ☒ MALE ☐ FEMALE DATE OF BIRTH 9-11-43
 (MONTH - DAY - YEAR)
 NAME OF MY LAST EMPLOYER TYLER PIPE & FOUNDRY
 STREET OR R.F.D.
 CITY STATE TYLER, TEXAS
 DATE MY LAST WORK BEGAN 3-63

16. SS. NO. 452-72-2676
 17. CLAIM DATE 3-15-66 18. ☐ INV.
 19. DATE FILED IF OTHER THAN CLAIM DATE
 20. ☒ GRI ☐ UCFE ☐ UCK OCC. CODE 5-92
 21. OFFICE NO. 1061
 DO NOT WRITE IN THIS BOX

6. THE LOCATION OF THIS JOB WAS

7. MY OCCUPATION WAS

LEAD MAN

9. THE LAST DAY I WORKED

2-21-66

10. I WAS SEPARATED FROM MY LAST WORK BECAUSE MY SUPERVISOR, MR. JACK MORRIS
CALLED ME IN AND TOLD ME MY WORK HAD DROPPED
OFF AND THAT THEY COULD FIRE ME FOR THAT &
MY UNION ACTIVITIES. HE SAID I WOULD BE FIRED IF
I DID NOT STOP MY UNION ACTIVITIES. I QUIT AT
THAT TIME. I WAS A UNION COMMITTEE MEMBER AND THEY
DIDN'T LIKE ME FOR THAT. I HAD NOT CONDUCTED ANY
UNION ACTIVITIES DURING WORK HOURS. THE EMPLOYER &
UNION DID NOT HAVE A CONTRACT AT THIS TIME SO I COULDN'T
FILE A GRIEVANCE.

11. EXCEPT FOR ANY STATEMENT SET FORTH IN THE SPACE FOR "EXCEPTIONS" IMMEDIATELY FOLLOWING THESE STATEMENTS, I CERTIFY THAT:

(1) I am able to work; (2) I am ready, willing and available for work; (3) I am not self-employed; (4) I am not farming; (5) I am not attending school; (6) I am not receiving any wages in lieu of notice, vacation pay, Workmen's Compensation, Old-Age Benefits (Social Security) or Railroad Retirement Benefits; (7) I am not receiving veteran's education and training allowance or education assistance under the War Orphans Education Assistance Act; (8) I have not worked for the Federal Government as a civilian or performed any active military service during the last eighteen months.

EXCEPTIONS TO STATEMENTS (1) THROUGH (8) ABOVE:

NOTICE TO EMPLOYER

See reverse side for circumstances which may affect claimant's rights to unemployment benefits and information about the charging of benefit wages to taxable employers. **IMPORTANT**-Information must be submitted in ten days to be timely.

YOUR NOTIFICATION MUST BE MAILED TO: →

BE SURE TO SHOW CLAIMANT'S SOCIAL SECURITY NUMBER IN CORRESPONDENCE ABOUT THIS CLAIM.

TEXAS EMPLOYMENT COMMISSION
 P. O. BOX 4380
 TYLER, TEXAS 75703

SEE REVERSE SIDE FOR SUMMARIES OF STATUTORY PROVISIONS

INITIAL CLAIM FOR BENEFITS TEXAS EMPLOYMENT COMMISSION

NOTICE TO EMPLOYER

1. Our records show that this claimant's last work was for you. If you have knowledge of any facts that may adversely affect his right to unemployment benefits, please notify the Commission of such facts promptly. Below is a brief description of circumstances which might have such adverse effect.

2. If you are taxable under the Texas Unemployment Compensation Act, please likewise notify the Commission promptly of any facts that may effect a charge to your experience-rating tax account. The charge is limited by law and cannot be more than the total amount of wages you paid this claimant during the first 4 of the last 5 completed calendar quarters immediately preceding the date of this claim. Your own payroll records will give you these wage figures. If this claimant is found to be entitled to benefits, this charge will be made at the time he is given his first benefit check. The law permits noncharging only under the circumstances described below.

IMPORTANT! If you do not, within 10 days from the date of this claim (or from any later date shown in the space "Date Filed If Other Than Claim Date"), mail or deliver to the Commission the notification described in paragraphs 1 and 2 immediately above, you will be deemed to have waived all your rights in connection with this claim, except with respect to clerical or machine errors, as to amount of wages. If you desire, you may use the bottom of this claim form to furnish information.

THESE CIRCUMSTANCES MAY ADVERSELY AFFECT THE CLAIMANT'S
RIGHT TO UNEMPLOYMENT BENEFITS

1. Physical or mental inability to work.
2. Unavailability for work.
3. Voluntarily leaving his last work without good cause connected with the work.
4. Being discharged for misconduct connected with his last work.
5. Being involved in a labor dispute.
6. Receiving wages in lieu of notice of discharge, or Workmen's Compensation, or Old-Age Benefits (Social Security.)

NONCHARGING IS PERMITTED ONLY UNDER THESE THREE CIRCUMSTANCES

1. If you were required by law to discharge the claimant (for example, a restaurant worker who is unable to get the required health certificate), or
2. If the claimant voluntarily left your work without good cause connected with the work, or
3. If you discharged the claimant for misconduct connected with his work.

[R.EX. 7]

State of Texas
County of Smith

Affidavit

M.

I, Clifton McCleud 712 W Wilson, Tyler, Texas, no phone, after being duly sworn make the following statement of facts to Board Agent Frank Cleveland of my own free will and accord.

I am the same Clifton McCleud who gave an affidavit to Board Agent Cleveland on September 12, 1966.

On the night during the strike when R.E. Crew told me to go to hell, you stupid

son of a bitch", I followed him toward
 Tylin in my car. While we were yelling at
 each other our cars slowed down to about
 20 or 25 miles an hour but neither of us
 completely stopped. During the time I
 was running along beside him I did not
 try to run him off the road. I believe
 I said to him as we were rolling along
 together, "you bald headed son of a bitch,
 if you will pull over, we'll see who is
 the stupid son of a bitch".

I was told that a company guard was
 following us but I could only see some
 lights behind me but they were at least
 300 or 400 yards back. If there was
 a guard, I never saw him and he didn't
 come close to my car.

I did not use the microphone to talk
 to Crew while we were on the road but
 the set was turned on and the microphone
 was on the floor of the car and it might
 have picked up some of my conversation
 with him.

I have read the foregoing 1 1/4 page
handwritten statement and swear that it is
true and correct to the best of my knowledge
and belief.

Clifton McClelland
Subscribed to and sworn to before me
on this 20th day of September 1966 at
Tulsa, Texas.

Frank Chasland

Tulsa Examiner

H. L. R. B.

addendum

This is a part of my sworn statement. I read in
the paper that Clarence (Jr) Curley was to be tried
today for murder with malice. C. V. Sessions told
me that he had been working in Tulsa Pipe & Foundry
Company since the shooting occurred on May 29, 1965.
I was told that he worked for Tulsa Pipe before
the murder.

Clifton McClelland

[R.EX. 8]

August 18, 1966

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Mr. Clifton McCloud
207½ North Center
Tyler, Texas

Dear Mr. McCloud:

This is to notify you that your employment with Tyler Pipe and Foundry Company has been terminated effective this morning for the reason that you have engaged in misconduct and abusive and profane language towards other employees.

Very truly yours,

David K. McKie
Industrial Relations Manager

sl

bcc: Employee File ✓
Malone, Seay, and Gwinn
Glenn L. Greene, Jr.
John A. Warner

[R.EX. 9]

June 6, 1966

**AIRMAIL CERTIFIED
RETURN RECEIPT REQUESTED**

**Mr. William A. Lazzerini, President
International Molders and Allied Workers
Union, AFL-CIO
1225 East McMillan Street
Cincinnati, Ohio 45206**

Dear Mr. Lazzerini:

It is the Tyler Pipe & Foundry Company's intention to institute an across-the-board general wage increase of six cents (6¢) per hour and to institute a shift differential of six cents (6¢) per hour on all hours worked between 6:00 p.m. and 6:00 a.m., these changes to be put into effect the week beginning June 12, 1966.

If you have any questions or objections concerning this matter, please contact one of our attorneys, Mr. Glenn L. Greene, Jr., 501 City National Bank Building, Miami, Florida.

Sincerely yours,

TYLER PIPE & FOUNDRY COMPANY

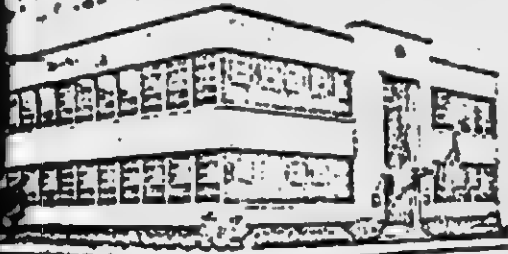
John A. Warner

JAW:js

**bcc: Glenn L. Greene, Jr.,
David K. McKie**

[R.EX. 10]

1011



International

Molders and Allied Workers Union

ORGANIZED JULY 5, 1859

PHONES: AREA CODE 513 PRESIDENT, 221-1525 SECRETARY, 221-1526 1225 EAST McMILLAN STREET, CINCINNATI, OHIO 45206

June 10, 1966

Mr. John A. Warner, Pres.
Tyler Pipe & Foundry Co.
P.O. Box 2027
Tyler, Texas 75702

Dear Mr. Warner:

I have received your letter of June 6, 1966 concerning the token increase of six cents (6¢) per hour and the six cents (6¢) per hour shift differential Tyler Pipe & Foundry intends to give its employees beginning June 12, 1966.

It is indeed gratifying to learn that even though the Company continues to refuse to negotiate a meaningful wage increase and contract with the International Molders and Allied Workers Union, the Union's mere presence in Tyler is influencing the Company to treat its employees a little more decently.

Very truly yours,

Wm. A. Lazzerini
Wm. A. Lazzerini,
President

WAL:mv

[R.EX. 11]

1. NAME FRANK WILEY LOVE
FIRST MIDDLE LAST

2. ADDRESS RT. 6 BOX 121A
NUMBER STREET OR R.F.D.

TYLER TEXAS 75701
CITY ZIP CODE

3. SEX ☒ MALE ☐ FEMALE 4. DATE OF BIRTH 5-12-34
(MONTH) DAY YEAR

5. NAME OF MY LAST EMPLOYER TYLER PIPE & FOUNDRY
STREET OR R.F.D.

CITY TYLER, TEXAS
STATE

6. THE LOCATION OF THIS JOB WAS _____

7. MY OCCUPATION WAS CORE MACHINE OP.

8. DATE MY LAST WORK BEGAN 7-61 9. THE LAST DAY I WORKED 8-5-66

10. I WAS SEPARATED FROM MY LAST WORK BECAUSE I WAS DISCHARGED FOR REFUSING TO WORK OVERTIME. I WOULD GET PAID FOR THE OVERTIME. I DIDN'T WANT TO WORK OVERTIME BECAUSE A SHIFT CHANGE WAS COMING UP AND I DIDN'T WANT TO START A FOUR HOUR SHIFT WITH THAT SHORT NOTICE.

11. EXCEPT FOR ANY STATEMENT SET FORTH IN THE SPACE FOR "EXCEPTIONS" IMMEDIATELY FOLLOWING THESE STATEMENTS, I CERTIFY THAT:
(1) I am able to work; (2) I am ready, willing and available for work; (3) I am not self-employed; (4) I am not farming; (5) I am not attending school; (6) I am not receiving any wages in lieu of notice, vacation pay, Workman's Compensation, Old-Age Benefits (Social Security) or Railroad Retirement Benefits; (7) I am not receiving veteran's education and training allowance or education assistance under the War Orphan Education Assistance Act; (8) I have not worked for the Federal Government as a civilian or performed any active military service during the last eighteen months.

EXCEPTIONS TO STATEMENTS (1) THROUGH (8) ABOVE: _____

NOTICE TO EMPLOYER

See reverse side for circumstances which may affect claimant's rights to unemployment benefits and information about the charging of benefit wages to taxable employers. IMPORTANT: Information must be submitted in ten days to be timely.

YOUR NOTIFICATION MUST BE MAILED TO: →

BE SURE TO SHOW CLAIMANT'S SOCIAL SECURITY NUMBER IN CORRESPONDENCE ABOUT THIS CLAIM.

TEXAS EMPLOYMENT COMMISSION
POST OFFICE BOX 4380
TYLER, TEXAS 75701

SEE REVERSE SIDE FOR
SUMMARIES OF STATUTORY
PROVISIONS

INITIAL CLAIM FOR BENEFITS
TEXAS EMPLOYMENT COMMISSION

[R.EX. 12]

NO-SOLICITATION RULE AT TYLER PIPE & FOUNDRY COMPANY

No persons not in the employment of this company are allowed to solicit this company's employees or anyone else on company time or property for any reason.

No employee will be allowed to solicit for any reason while he is on the job. This rule applies only to actual working time, not to break time, lunch time, or before or after work. All types of solicitations on company time are prohibited by this rule, including solicitations in behalf of or in opposition to any labor organization. Anyone who violates this rule and who thereby neglects his own work or interferes with the work of other employees will be subject to discharge.

[R.EX. 13]

TERMINATION NOTICE

Last Name	First Name	Idle Name	Sex	Badge No.	Plan	Date
SMITH	Arthur	C	M	R 604		2-28-66
Department	Date Employed	Effective Date	Cost Center No.			
South Shipping	4-13-63	2-28-66	4050	OK		

REASON FOR LEAVING

☐ LAY OFF

Voluntary

- ☐ 1. Personal Reasons
- ☐ 2. Medical Reasons
- ☒ 3. Another Position
- ☐ 4. Dissatisfied
- ☐ 5. No Transportation
- ☐ 6. Leaving Area
- ☐ 7. Attend School
- ☐ 8. Military Service
- ☐ 9. Without Notice
- ☐ 10. Other

Involuntary

- ☐ 1. Unadaptable
- ☐ 2. Unsatisfactory Attendance
- ☐ 3. Unsatisfactory Attitude
- ☐ 4. Violation of Company Rules
- ☐ 5. Refused to do Assigned Work
- ☐ 6. Other

Foreman

Department Head

Personnel Advisor

REMARKS:

OK. To be leaving for 6
 better to be in better place to
 work. That's the reason for leaving.

1—Personnel Dept.—White

2—I. B. M.—Yellow

3—Payroll—Pink

4—Personnel Advisor—Golden Rod

[R.EX. 14]

1. R14B, R14C--Illustrates a cut away section showing pipe hub and approximately 6" of the barrel.



R14C(2)(C)

2. R14A, R14B, R14C--Showing the hub core and section of the pipe which illustrates the hub core forming inside diameter and configuration of the hub on the pipe.



3. R14A, R14B, R14C, together--Which illustrates the hub core forming the end of the pipe which serves as an iron dam preventing the molten metal from slinging out of the mold while spinning.



5. R14D--Illustrates a complete double hub pipe. Note: This is only 30" long. Double hub pipe is normally 5' long and is produced on the static cast mechanical pipe unit and does not require hub core.



[R.EX. 15]



TYLER PIPE & FOUNDRY ANNUAL REPORT FOR 1963

BEST

The new
 symbol below
 expresses at one time
 the words and product
 which are shown
 in the
 Tyler Pipe
 Company logo
 below.



[R.EX. 16]

1. NAME FRANK WILEY LOVE
FIRST MIDDLE LAST

2. ADDRESS RT. 6 BOX 101A
NUMBER STREET OR R.F.D.

TYLER TEXAS 75701
CITY ZIP CODE

3. SEX ☒ MALE ☐ FEMALE 4. DATE OF BIRTH 5-13-34
(MONTH - DAY - YEAR)

16. S.S. NO. 458-52-167317. CLAIM DATE 8-22-66 18. ☐ INV.

19. DATE FILED IF OTHER THAN CLAIM DATE

20. ☐ BT ☒ UCFE ☐ UCX OCC. CODE 518.8821. OFFICE NO. 1061 ☒ ☐

DO NOT WRITE IN THIS BOX

5. NAME OF MY LAST EMPLOYER TYLER PIPE & FOUNDRY

STREET OR R.F.D.

CITY STATE

TYLER TEXAS

6. THE LOCATION OF THIS JOB WAS

7. MY OCCUPATION WAS

CORE MACHINE OPER.8. DATE MY LAST WORK BEGAN 7-619. THE LAST DAY I WORKED 8-5-66

10. I WAS SEPARATED FROM MY LAST WORK BECAUSE I WAS DISCHARGED FOR REFUSING TO WORK OVERTIME. I WOULD GET PAID FOR THE OVERTIME. I DIDN'T WANT TO WORK OVERTIME BECAUSE A SHIFT CHANGE WAS COMING UP AND I DIDN'T WANT TO START A 10 HOUR SHIFT WITH THAT SHORT NOTICE.

EXCEPT FOR ANY STATEMENT SET FORTH IN THE SPACE FOR "EXCEPTIONS" IMMEDIATELY FOLLOWING THESE STATEMENTS, I CERTIFY THAT:

(1) I am able to work; (2) I am ready, willing and available for work; (3) I am not self-employed; (4) I am not farming; (5) I am not attending school; (6) I am not receiving any wages in lieu of notice, vacation pay, Workmen's Compensation, Old-Age Benefits (Social Security) or Railroad Retirement Benefits; (7) I am not receiving veteran's education and training allowance or education assistance under the War Orphans Education Assistance Act; (8) I have not worked for the Federal Government as a civilian or performed any active military service during the last eighteen months.

EXCEPTIONS TO STATEMENTS (1) THROUGH (8) ABOVE.

12. I HEREBY FILE NOTICE OF MY UNEMPLOYMENT AND REQUEST A DETERMINATION OF MY BENEFIT RIGHTS UNDER THE TEXAS UNEMPLOYMENT COMPENSATION ACT.

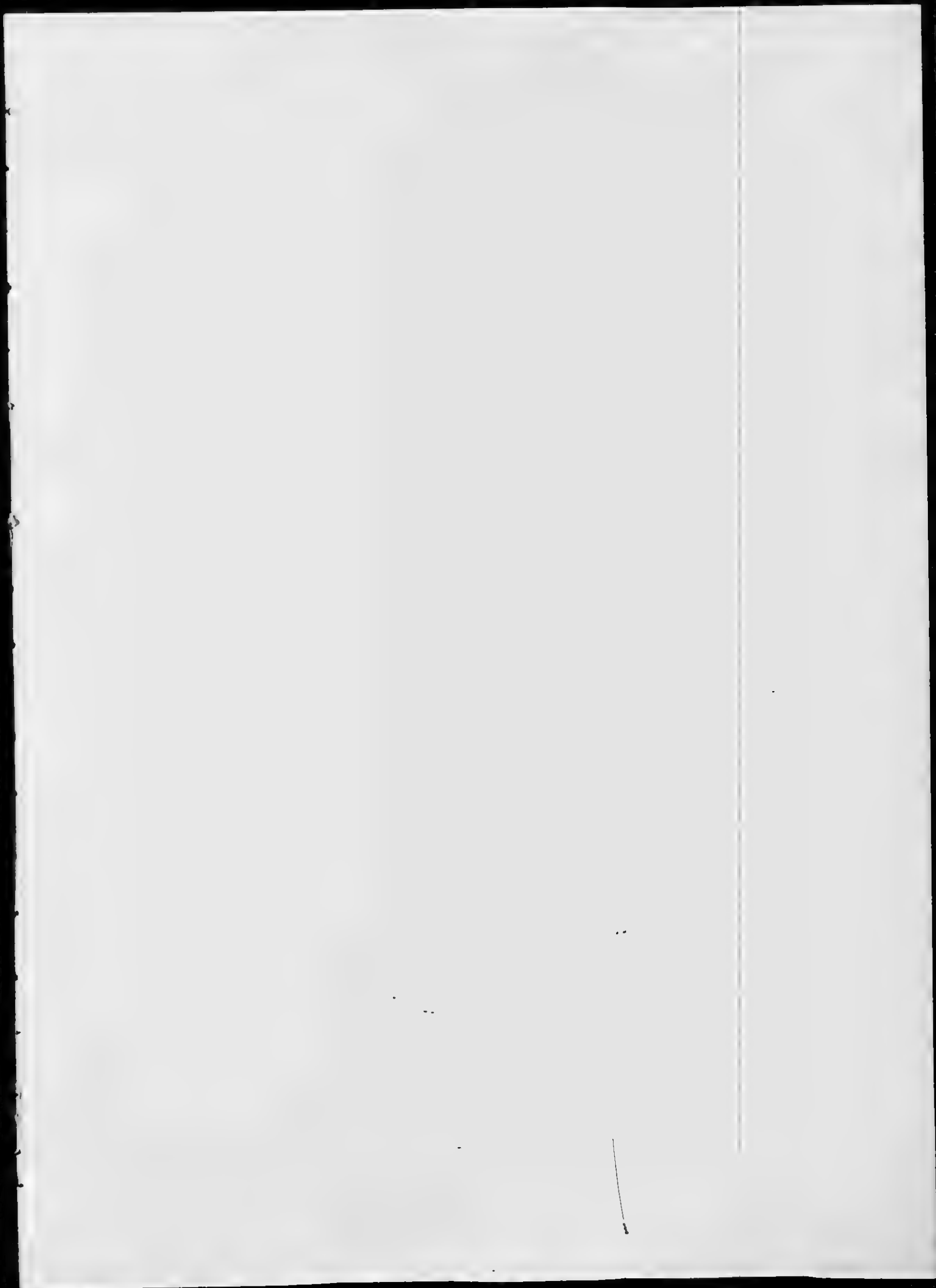
I certify that the information given on this form is correct and I understand that penalties are provided for making false statements or failing to disclose material facts in order to obtain or increase benefits.

13. WLC
CLAIMSTAKER'S SIGNATURE14. [Signature]
CLAIMANT'S SIGNATURE

15. CLAIMSTAKER'S REMARKS.

2391 4 94

INITIAL CLAIM FOR BENEFITS
 TEXAS EMPLOYMENT COMMISSION



jsm-m-9-T
3-31-69
(3)

IN THE
UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

460

No. 21,928

INTERNATIONAL MOLDERS & ALLIED WORKERS UNION, AFL-CIO, *Petitioner.*

v.

NATIONAL LABOR RELATIONS BOARD, *Respondent*
and
TYLER PIPE & FOUNDRY COMPANY, *Intervenor*

No. 22,002

NATIONAL LABOR RELATIONS BOARD, *Petitioner.*

v.

TYLER PIPE & FOUNDRY COMPANY, *Respondent.*

No. 22,263

TYLER PIPE & FOUNDRY COMPANY, *Petitioner.*

v.

NATIONAL LABOR RELATIONS BOARD, *Respondent.*
and
INTERNATIONAL MOLDERS & ALLIED WORKERS UNION, AFL-CIO, *Intervenor.*

PETITION TO REVIEW AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

United States Court of Appeals
for the District of Columbia Circuit

FILED FEB 25 1969

Nathan J. Paulson
CLERK

Marcel Mallet-Prevost
Assistant General Counsel
National Labor Relations Board
Counsel for the Board

Glenn L. Greene, Jr.
Mutual of Omaha Bldg.
Suite 602
1201 Buckell Ave.
Miami, Florida
Counsel for the Company

Herbert S. Thatcher
Tower Building
Washington, D.C.
Counsel for the Union

VOLUME III

The following pages were inadvertently omitted from the Joint Appendix Volumes I & II, and are included here by agreement of the parties.

1 MR. ECKHARDT: All right, thank you.

2 DIRECT EXAMINATION

3 Q. (By Mr. Eckhardt) I hand you GC 4 for identification,
4 Mr. Smith, and will you look at it, please, and read it..

5 Have you finished reading it?

6 A. Yes, sir.

7 Q. Have you ever seen that before?

8 A. Yes, sir.

9 Q. When did you first see it, please, sir?

10 A On the bulletin board at the Tyler Pipe and Foundry
11 Company about September 1965.

12 Q. What bulletin board?

13 A. The bulletin board at the south plant shipping depart-
14 ment, Tyler Pipe and Foundry Company.

15 Q. Keep your voice up, please.

16 Do you know how long that remained posted at that place?

17 A. Yes, sir, until my termination.

18 Q. Which would be about what date?

19 A. About February 28, 1966.

20 MR. ECKHARDT: At this time we offer in evidence GC 4
21 for identification.

22 Would you like to see it again, Mr. Greene?

23 TRIAL EXAMINER: Let's go off the record for a minute.

24 (Discussion off the record.)

25 TRIAL EXAMINER: On the record.

1 There's nothing in here that says anything about what
2 Mr. Morris said to me about "we have sufficient evidence," I
3 mean, "we have reports from reliable sources that you have been
4 promoting the union on company time."

5 I believe that's all I remember about that.

6 Q. (By Mr. Greene) But is it your testimony that insofar
7 as this goes and what is contained in there is correct?

8 A. Yes, sir.

9 Q. As to what you said?

10 A. As far as I remember, yes, sir.

11 Q. Now, you testified that you saw this on the company
12 bulletin boards, is that correct?

13 A. Yes, sir.

14 Q. When did you see that?

15 A. About September of 1965, for the first time.

16 Q. Did you read it?

17 A. Yes, sir.

18 Q. Did you understand it then?

19 MR. ECKHARDT: Objection as to what he understood. It's
20 irrelevant.

21 A. Yes, sir, I understood this.

22 TRIAL EXAMINER: Overrule the objection.

23 Q. (By Mr. Greene) What did you understand that to mean?

24 MR. ECKHARDT: Objection.

25 MR. GREENE: He said that he understood it.

1 MR. ECKHARDT: All right, thank you.

2 DIRECT EXAMINATION

3 Q. (By Mr. Eckhardt) I hand you GC 4 for identification,
4 Mr. Smith, and will you look at it, please, and read it..

5 Have you finished reading it?

6 A. Yes, sir.

7 Q. Have you ever seen that before?

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17 A. Yes, sir, until my termination.

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19 A. About February 28, 1966.

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21 for identification.

22 Would you like to see it again, Mr. Greene?

23 TRIAL EXAMINER: Let's go off the record for a minute.

24 (Discussion off the record.)

25 TRIAL EXAMINER: On the record.

1 There's nothing in here that says anything about what
2 Mr. Morris said to me about "we have sufficient evidence," I
3 mean, "we have reports from reliable sources that you have been
4 promoting the union on company time."

5 I believe that's all I remember about that.

6 Q. (By Mr. Greene) But is it your testimony that insofar
7 as this goes and what is contained in there is correct?

8 A. Yes, sir.

9 Q. As to what you said?

10 A. As far as I remember, yes, sir.

11 Q. Now, you testified that you saw this on the company
12 bulletin boards, is that correct?

13 A. Yes, sir.

14 Q. When did you see that?

15 A. About September of 1965, for the first time.

16 Q. Did you read it?

17 A. Yes, sir.

18 Q. Did you understand it then?

19 MR. ECKHARDT: Objection as to what he understood. It's
20 irrelevant.

21 A. Yes, sir, I understood this.

22 TRIAL EXAMINER: Overrule the objection.

23 Q. (By Mr. Greene) What did you understand that to mean?

24 MR. ECKHARDT: Objection.

25 MR. GREENE: He said that he understood it.

1 him. I called J. W. Speas' home.

2 Q. You are referring to W. J. Speas?

3 A. W. J. Speas, excuse me.

4 MR. ECKHARDT: Excuse me.

5 Mr. Examiner, do we have a stipulation--

6 TRIAL EXAMINER: Yes, you do.

7 Q. (By Mr. Eckhardt) Go ahead.

8 A. I called Dave McKie and got him on the telephone.

9 Q. Tell us what was said between you and Mr. McKie?

10 A. I asked Dave if he would meet me and the seven employees
11 that walked off the job and he told me that it was against
12 company policy to meet with a group, that he would meet with
13 me alone. I asked him would he meet with me and Frank Love
14 and Leon Clay and he told me that he would not meet with no
15 more than one man at a time. They said as far as the company
16 was concerned, the people that had walked off the job had re-
17 signed and I told him that it wouldn't do no good to meet with
18 me alone.

19 Q. Was that all of the call?

20 A. That's all of that call.

21 Q. O.K., what happened next, if anything?

22 A. Then I placed a call to San Francisco, California, to
23 Charles Boyd.

24 Q. What happened after that? Did you get Boyd?

25 A. Yes, sir, I told Mr. Boyd what had happened and he told

1 there.

2 A I couldn't testify firsthand.

3 Q As far as you know.

4 A This is not a change in classification on June 5th,
5 this is bringing from base rate to job rate.

6 Q Yes. So when a man goes up automatically, then, his
7 duties that he performs do not change ordinarily, isn't
8 that correct?

9 A Well, basically in the same job grade they would not
10 change.

11 Q I see.

12 And that was the case of Arnold.

13 A I couldn't testify as to Arnold, I am familiar with
14 the —

15 MR. GREENE: Mr. Trial Examiner, the records speak
16 for themselves, he didn't, job classification — he didn't
17 change the job classification, and we are not contending
18 that his duties changed.

19 MR. ECKHARDT: I see.

20 MR. GREENE: Can we go off the record for a minute
21 here?

22 MR. ECKHARDT: Can we stipulate?

23 MR. GREENE: We will stipulate to all the others on
24 that list.

25 MR. ECKHARDT: All right.

1 That their duties did not change as of the date or
2 immediately after the dates that are indicated on J.C. 61.

3 MR. GREENE: That the increases that they got were
4 increases from the base rate to the job rate.

5 MR. ECKHARDT: All right.

6 So stipulated.

7 TRIAL EXAMINER: After a 90-day period.

8 MR. GREENE: Right.

9 TRIAL EXAMINER: IN line with the company's policies.

10 MR. ECKHARDT: Is that correct?

11 Q (By Mr. Eckhardt) I hand you G.C. 61, Mr. McKie, and
12 ask you, do all of these --

13 TRIAL EXAMINER: You have stipulated?

14 MR. GREENE: We are stipulating this.

15 MR. ECKHARDT: All right.

16 So stipulated.

17 TRIAL EXAMINER: All right.

18 MR. GREENE: You are going to make us a copy of that
19 list, aren't you?

20 MR. ECKHARDT: All right.

21 TRIAL EXAMINER: Off the record.

22 (Discussion off the record.)

23 TRIAL EXAMINER: Let's go on the record.

24 MR. ECKHARDT: Now, I failed to request some stipulations
25 in connection with the walk-outs.

1 Q. All right.

2 A. I said that I would like to review his job performance
3 on Friday, February the 25th.

4 I met with Mr. Smith and Mr. Collins in Mr. Collins'
5 office at approximately 4:30 in the afternoon.

6 I talked to Mr. Smith about his job performance on Fri-
7 day, showing him where he had missed several items of material
8 that we should have shipped to our customers. In checking
9 the orders to be sure that we did ship them, he had missed
10 them.

11 It was very unusual. Mr. Smith ordinarily was a very
12 good employee.

13 I told him that we had a busy season coming up. I told
14 him that if we had material in stock we needed to ship it to
15 our customers.

16 I told Mr. Smith that we couldn't tolerate this sort of
17 thing, because our customers wouldn't be with us long if we
18 did.

19 Q. All right.

20 Now stop for a minute and tell us exactly what Mr. Smith
21 had done, or failed to do, that you wanted to call to his
22 attention.

23 MR. ECKHARDT: Mr. Examiner, apparently they are-- I'd
24 like to straighten it up now.

25 Are they going to contend that Mr. Smith's job

IN THE
UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT.

No. 21,928.

INTERNATIONAL MOLDERS & ALLIED WORKERS UNION, AFL-CIO,
Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD, Respondent,
and

TYLER PIPE & FOUNDRY COMPANY, Intervenor.

No. 22,002.

NATIONAL LABOR RELATIONS BOARD, Petitioner,

v.

TYLER PIPE & FOUNDRY COMPANY, Respondent.

No. 22,263.

TYLER PIPE & FOUNDRY COMPANY, Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD, Respondent,
and

INTERNATIONAL MOLDERS & ALLIED WORKERS UNION, AFL-CIO,
Intervenor.

BRIEF

For Petitioner Molders Union in Case No. 21,928.
United States Court of Appeals
for the District of Columbia Circuit

FILED FEB 17 1963

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STATEMENT OF ISSUES.

The issues are as set forth in the Prehearing Conference Stipulation (J. A. pp. 1-5). Further study of the record herein indicates that it is not necessary to argue

stipulated issues 2 and 3 therein before this Court. Stipulated issue 2 goes to the question of whether the granting of certain merit increases or promotions on individual bases violated the Act. On re-examination of the record it is felt that there is not sufficient reason to warrant reweighing of the evidence and the credibility of witnesses in respect to that issue. Stipulated issue 3 goes to the question of whether the company's no-solicitation rule was enforced on a discriminatory basis. Since the Trial Examiner and the Board found that this rule had been discriminatorily enforced in certain respects, although not in others, and the Board has approved a general cease and desist order prohibiting any discriminatory enforcement in the future, it is felt that it is not necessary to review the Board's failure to find violations in other respects or in other instances, the general order being of sufficient protection in the future.

Thus, the issues which will be discussed and argued in this brief are as follows:

1. Whether the Board properly refused to find that employee Arthur C. Smith, II, was discharged in violation of Section 8 (a) (3) and (1) of the Act.
2. Whether the Board properly refused to find that certain conduct of the manager of the employee credit union at the Company's plant was attributable to the Company and violative of Section 8 (a) (1).
3. Whether the Board properly refused to find that the Company violated Section 8 (a) (3) and (1) of the Act by discriminatorily withholding a general wage increase prior to June 12, 1966.

This case was not previously before this Court.

STATEMENT OF CASE.

A. Prior Proceedings.

This case arose pursuant to a complaint originally issued on October 26, 1966 which charges the employer, Tyler Pipe and Foundry Co., a Texas corporation having its place of business in Swan, Texas, where it is engaged in the manufacture of soil pipe and fittings, with numerous violations of Section 8 (a) (1), (3) and (5) of the National Labor Relations Act, as amended (hereinafter called the "Act").

The unfair labor practices in the present case (171 NLRB No. 38) took place after the certification of petitioner International Molders and Allied Workers Union, AFL-CIO, hereinafter referred to as "Union", as the exclusive representative of the company's production and maintenance employees employed in its plant in Swan, Texas, following the refusal of the Company to recognize such certification and to bargain with the Union. In a separate case, 161 NLRB No. 66, November, 1966, the Board had found that the employer was guilty of violations of Section 8 (a) (1) and (5) by its refusal to bargain following certification. This case has been appealed by the Company to the Fifth Circuit where the matter is now pending in Case No. 25,146.

In its decision in the instant case (No. 171 NLRB 38, decided May 10, 1968) (J. A. pp. 10-44), the Board found the Company guilty of most of the allegations of the complaint which had been filed against it and found the Company had violated Section 8 (a) (1), (3) and (5) of the Act in various respects, as more specifically set forth in its decision and in those portions of the decision of the Trial Examiner which the Board adopted. The Board determination of these violations is now the subject of

review before this Court in Cases No. 22,263 (Tyler Pipe v. N. L. R. B.) where the employer is seeking review of the Board's decision and order, and No. 22,002 (N. L. R. B. v. Tyler Pipe) where the Board is petitioning to enforce its decision and order. In the various motions filed with this Court and with the Court of Appeals in the Fifth Circuit in Case No. 25,146, the Company sought to remove the instant case to the Fifth Circuit but these motions have been denied.

In the instant proceedings before the Board, the Trial Examiner and the Board did not sustain certain contentions of the General Counsel and dismissed the allegations of the complaint in three respects which adversely affected the Union and form the basis for its present petition for review brought under Section 10 of the Act. These are as follows:

1. Employee Arthur C. Smith, II, was forced to resign and thus was constructively discharged by the Company in violation of Section 8 (a) (1) and (3) of the Act. A preliminary question is whether Section 10 (b) of the Act precludes finding of violation in respect to Smith since the charges specifically referring to him were filed six months after the constructive discharge. The Trial Examiner found that the 10 (b) period was a bar and further found that in any event the evidence did not support any conclusion of a constructive discriminatorily discharge of Smith (J. A. pp. 15-16). The Board adopted these findings and conclusions of the Trial Examiner without comment (171 NLRB No. 38).

2. The manager of a credit union conducted by the employer for the benefit of its employees, J. W. Gresham, was employed by the Company and wore supervisory insignia. Trial Examiner found that this manager had made an unlawful threatening statement to employees in violation of Section 8 (a) (1) of the Act and that this

statement was attributable to the employer (J. A. p. 34). The Board upheld the Trial Examiner in his conclusion that the credit manager had violated the Act, but did not find that his action was attributable to the employer (J. A. pp. 47-48).

3. The Trial Examiner found that if the Company had fulfilled its duties of bargaining with the Union following certification, it would have granted a general wage increase in March 1967 instead of June 1967 when such wage increase was unilaterally put into effect (Tr. Ex. p. 24). The Board sustained the Trial Examiner's conclusion that the unilateral wage increase was part of its continuing refusal to bargain with the Union and violated Section 8 (a) (5) of the Act, but found the evidence insufficient to warrant the conclusion that the increase would have been granted at an earlier time (J. A. p. 47).

B. Facts.

The facts in support of the Union petitioner's three contentions in this case are closely associated with the Union's arguments and will be more fully discussed in that connection. For the present it is sufficient to say in respect to these contentions as follows:

(1) (a) The original charges involving unlawful discharge in the case were filed August 23, 1966 and allege generally that the employer had engaged in various unfair labor practices within the meaning of Section 8 (a) (1) and (3) of the Act, named some seven individuals who allegedly have been unlawfully discharged (but not including Smith), and conclude by again stating generally that "By such conduct the employer has restrained and coerced employees in the exercise of rights guaranteed by Section 7 of the Act" (J. A. p. 700). On September 12, which is more than six months after Smith's constructive discharge took place on March 20, 1966, the

original charges were amended by adding the name of Smith (J. A. p. 701). Previously, on August 19, an amended charge was filed by the Union representative and which could be construed as including Smith. These charges, however, were withdrawn (J. A. p. 14). The charges were filed by the Union organizer who is not a lawyer and as far as the record shows no legal or other expert assistance was sought or obtained when the Union filed the charging form. The complaint filed by the General Counsel included allegations of an unlawful discharge of Smith.

(b) As will be set forth in particular in the Argument hereinafter, Smith was a long-term employee with a good record. However, after the Union commenced its organizational efforts and when Smith became active in the Union as an organizer, the Company, through its supervisors, engaged in a campaign of harassment against Smith, culminating in a "kangaroo" court in the Company's offices where it was made clear that if Smith continued to support the Union he had better leave his employment. Thereupon Smith quit the Company's services (J. A. pp. 66-71).

(2) The manager of the credit union which the Company established for the benefit of its employees was on the Company's pay roll and while on the job wore a gold hat identical to that worn by all the Company's supervisory personnel. He accumulated seniority with the Company as had other supervisory employees. During the strike which took place after the Company's refusal to bargain in August 1966, he made a threat to one of the striking employees that if he missed one payment on his car "we will take it" (J. A. pp. 303-305).

(3) Although the Union had won an election conducted by the Board and been certified in September 1965, the Company nevertheless refused to bargain with it. How-

ever, on June 6, 1966 the Company, without prior consultation whatsoever with the Union, put into effect general wage increases and shift differentials. There is nothing to show that the Company could not or would not have granted the June 6, 1966 increases at least six months before the charges were filed, namely March 13, and a letter which the Company sent out when it announced its increases indicated on its face that but for the presence of the Union in the plant the Company would have granted the increases earlier. Rather, the circumstances disclosed that the increases were withheld to discredit the Union. The Company's letter of June 6, 1966 stated as follows:

"Since the petition for election was originally filed by the union, all matters with respect to wages, hours and working conditions have been frozen. However, considerable time has elapsed and the Company feels that our employees should not be penalized further by the continued freezing of these conditions. For this reason, we are pleased to announce the following pay increases for all hourly employees" (J. A. p. 736).

In appraising the foregoing facts, the Company's widespread unfair labor practices, including its long continuing refusal to bargain, as more fully described and discussed in the petitions before this Court in Cases Nos. 22,002 and 22,263 must be considered to determine whether any of the above acts or activities constituted additional violations of the Act. As will be seen, the entire record before the Board in the three petitions now under consideration by this Court indicate a background of Union hostility and repression—a repression which has served to stave off Union recognition and collective bargaining for over three years.

ARGUMENT.

I. THE EMPLOYER CONSTRUCTIVELY DIS- CHARGED SMITH IN FEBRUARY 1966 IN VIOLATION OF THE ACT.

(A) Section 10 (b) does not bar consideration of Smith's constructive discharge.

Section 10 (b) of the Act forbids the issuance of a complaint based on any unfair labor practice "occurring more than six months prior to the filing of charges with the Board." Because Smith's constructive discharge took place on February 28, 1966, and the charge specifically relating to Smith was not filed until September 12, 1966, the Trial Examiner concluded that Section 10 (b) barred consideration of Smith's discharge, and the Board upheld this conclusion without comment.

The original charge in this case, filed on August 23, 1966, is as follows (J. A. p. 700):

"The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

Basis of the Charge:

On August 5, 1966, the Employer discriminated against Frank W. Love, L. M. Clay, D. Howard, J. W. Hargest, E. M. Campbell, Emma Jean Dixon, Frances Johnson, in regard to tenure of employment because of their membership in and/or activities on behalf of International Molders and Allied Workers Union, AFL-CIO.

By such conduct the Employer has restrained and coerced employees in the exercise of rights guaranteed by Section 7 of the Act.”

Both the original and the amended complaint were filed by a Union organizer, not by an attorney, and there is no showing that the organizer received any expert help in preparing the charges.

At the very least, the first paragraph of the original charges gave notice that the employer was engaged in unfair labor practices involving unlawful discharges. While the last paragraph of the charges refer to specific individuals allegedly discriminatorily discharged, it does not contain the name of Smith. The particular designation of individuals might just as well have been given as examples as a definitive statement of which employees were unlawfully discharged. The charges, as distinguished from the complaint, are generally drafted hurriedly by Union representatives with no formal training and are not intended to be definitive. When the four corners of the charge indicate unlawful conduct in a particular area, that is all that is necessary to set the machinery of the Act in operation and put the parties on notice. In this case there is no element of surprise argued by any of the parties and the employer had ample time in which to prepare a defense of Smith's discharge on the merits, as indeed was done. To use a phrase “by such conduct” in the second paragraph of the charges as limiting the scope of the general 8 (a) (3) violation is assuredly an extremely technical approach and does not serve the cause of justice. The Act does not prescribe how specific charges must be or whether one paragraph rather than another paragraph of the charges can be considered as controlling, so that a catch-all charge would be sufficient, absent surprise. This is particularly true when a portion of the charges herein would indicate discharges by name and is preceded by the words

“basis of charges” which would seem to indicate that what follows is by way of example rather than exact description or limitation.

It has never been considered necessary to include in the charge a detailed enumeration of all the violations which are to be included in the complaint and subsequently the subject of investigation. The charge, on the contrary, is designed to fulfill a basic procedural function. The charge is not a formal pleading, and its function is not to give notice to the respondent of the exact nature of the charges against him. **NLRB v. Fant Milling Co.**, 360 U. S. 301 (1959); **Texas Industries, Inc. v. NLRB**, 57 LRRM 2049.

The charge rather, serves merely to set in motion the investigatory machinery of the Board. It is largely for the benefit of the Board, not the respondent, so that it may intelligently determine whether and to what extent an investigation is warranted. Because of the limited function of the charge “the Board has considerable leeway to found a complaint on events other than those specifically set forth in the charge, the only limitation being that the Board may not get so completely outside the charge that it may be said to be initiating the proceeding on its own motion.” **Texas Industries, Inc. v. NLRB**, *supra*.

To comply with the limitation as enunciated in the **Texas Industries** case, the Board adopted a standard (**Singer Company, Wood Products Division**, 158 NLRB No. 72) by which it may include in the complaint matters which are related to, although not included in the original charge.

Accordingly, to determine whether or not the discharge of Smith was properly included in the complaint, it must be decided whether or not his discharge is related to the violations alleged in the original charge. If Smith's dis-

charge is related to the violations alleged in the August 23 charge, that part of the amended charge of September 12 will relate back to the August 23 charge, the statutory time requirement will be satisfied, and the discharge of Smith will be properly included in the complaint.

It is clear from the circumstances of this particular case and past decisions of the NLRB and the courts that the discharge of Smith should be viewed as related to the violations alleged in the original charge.

In **NLRB v. U. S. Gypsum Co.**, 206 F. 2d 410, cert. denied 347 U. S. 912, an amended charge filed on April 25, 1949 alleged generally that respondent had engaged in unfair labor practices within the meaning of 8 (a) (3) of the Act by discharging two employees on April 10 and February 6, 1949 because of their membership and activities on behalf of a labor union. Respondent conceded that this charge was timely filed. Thereafter, on April 17, 1950, the second amended charge was filed by the union, reiterating the allegation that respondent had violated section 8 (a) (3) of the Act but deleting the name of one of the employees and adding that respondent had laid off and refused to employ a third and fourth employee on February 5, 1949 and January 26, 1949 because of their membership in and activities on behalf of the union. The court stated flatly that the six month limitation of 10 (b) did not preclude a consideration of the discharge of the third and fourth employees. The **NLRB v. U. S. Gypsum** case concerned itself with the same basic situation as the instant case. In each case both the first and amended charges alleged discrimination against certain employees because of their union activities, and in each the amended charge was filed more than six months from the alleged violation.

The issue of "relation" is also viewed in the context of a pattern of behavior and the end to which that pat-

tern is directed. In the *Singer Company* case, *supra*, the Board spoke of conduct in pursuance of the same objects as related and stated that certainly that was the case here

“[S]ince it was beyond question that all issues involved in this proceeding arose from the Union’s organizational drive of 1964 and respondent’s reaction to it. In such instances, charges referring to discriminatory discharges, violative of Section 8 (a) (3), suffice to support unspecified acts of interrogation or threats violative of Section 8 (a) (1) and vice versa, as specifically held in the Kohler and other Courts of Appeals decisions. It follows that the union’s charge of September 2, 1964, as filed or as amended, was sufficient to authorize inclusion in the consolidated complaint of all its Section 8 (a) (1) allegations, whether the violations so alleged occurred prior to or subsequent to that charge.”

In the instant case Tyler’s discriminatory conduct was all part of its pattern of non-recognition of the union and was directed at its goal of breaking the Union.

Finally, the question of whether or not conduct relates to the original charge is frequently determined by resort to a “catch-all” sentence at the end of the charge. *Plains Cooperative Oil Mill*, 154 NLRB No. 86 (1965); *Sam Klein & Sons*, 127 NLRB 776 (1960); *NLRB v. Reliance Steel Product*, 322 F. 2d 49 (5th Cir. 1963); *NLRB v. Raymond Pearson, Inc.*, 243 F. 2d 456 (5th Cir. 1957). For example, in the *Plains Cooperative Oil Mill* case the Board was assisted by the phrase “other acts and conduct”. It is implicit in the Trial Examiner’s decision that if the final sentence of the August 23 charge had read “By these and other acts” instead of “By such conduct”, there would have been no question about Smith’s discharge being included in the complaint. To suggest that the consideration of a violation should depend on a restrictive inter-

pretation of one phrase is a tenuous argument indeed. Further, the Trial Examiner's opinion indicates that he considered "By such conduct" out of context of the remainder of the sentence. Had the sentence read "By such conduct the employer has restrained and coerced these or the above employee . . .," there would be some basis for deciding that the wording was restrictive and referred only to the above mentioned employees. However, the charge concluded, "By such conduct the Employer has restrained and coerced employees . . ." The language of the sentence is general and of a broad scope, meant to be all-inclusive and therefore encompasses the discharge of Smith.

(B) Smith was constructively discharged on February 28, 1966 in violation of the Act.

In dismissing the portion of the complaint involving Smith's alleged constructive discharge on February 28, 1966, the Trial Examiner did not discuss the evidence supporting the charges and the Board upheld the Trial Examiner without comment. Rather the Trial Examiner simply relied on two cases: **Beiser Aviation Co.**, 135 NLRB 450, and **Springfield Garment Manufacturing Co.**, 152 NLRB 1045, and noted that the General Counsel had not sustained the burden of proof as delineated in these decisions. As will be seen, if anything, the decisions read in the light of the facts in this case would support a conclusion of unlawful constructive discharge. Smith was a long-time employee with a good record. It was not until after the Union appeared in the plant and after Smith to the Company's knowledge became active in the Union organizing campaign that his difficulties arose. He was then subjected to a series of harassments which culminated in his enforced quitting; he was obliged to make a choice (J. A. pp. 70-71) between abandoning the legitimate Union activities or being terminated.

Smith quit following a prolonged "hot box" or "kangaroo court" interview by Company supervisors and a confrontation with Supervisor Jack Morris on February 28, 1966, on Company time and property. Prior to that and as far back as December 6, 1965, Morris, according to the uncontroverted testimony of Smith made the following statement to Smith:

" 'The Union is a bunch of God damned dirty son of a bitches that come in the back door of any organization. I see no reason why you have joined the Union since we have been so good to you.' I [Smith] told him that I thought that was my prerogative, what I wanted to do. He said, 'You are going to get yourself into a whole lot of trouble over this,' and he told me not to keep following this line of action" (J. A. pp. 63-64).

At another time in December Smith was subjected to close illegal interrogation respecting unions by Supervisor Wood. On another occasion Supervisor Clark Collins, Smith's foreman, called him into his office, closed and locked the door, and said as follows:

" 'You are going to get yourself into a lot of trouble if you continue your Union activities, continuing with your Union activities.' He said, 'You have been in line for a promotion, but the Union has hurt that and I don't think that you will ever get it.' I told him, like I told Mr. Morris, that what I wanted to believe was my own prerogative and he said, 'I will leave it up to you as to what you want to do'" (J. A. pp. 64-64a).

On another occasion which took place just after the Union meeting on January 23, 1966, which Smith attended, Smith was called and questioned by the Company lead man Wood in the presence of a Company supervisor, Mr.

Mackey. Smith was interrogated about his feeling regarding the Union, about the Union's intention to strike, and about what went on at the Union meeting (J. A. pp. 74-76).

Just three days before the "kangaroo" court session on February 28, Smith during non-working hours had posted a notice on the bulletin board of the lunchroom of a meeting of the Union to be held February 27. Notwithstanding that this posting was proper Smith's foreman came along and removed the notice from the bulletin board (J. A. pp. 62-63).

The Company claims that Smith was closely watched and interrogated by the Company supervisors because Smith was engaged in Union activity during working hours. The record does not support this contention, and neither the Trial Examiner nor the Board found it to be warranted. In this connection it is significant that the person who reported to the Company in respect to Smith's alleged soliciting during working time was an employee named Dewberry, a man who, the record shows, had a personal animosity against Smith and who, for reasons best known to the employer, was not called upon to testify in the case (J. A. pp. 72-73; J. A. pp. 443-444). Dewberry was present at the "kangaroo court" session involving Smith which just preceded Smith's discharge in January 1966.

At the "kangaroo court" or "hot box" session on February 28, 1966, following which Smith quit his employment, Smith was told by Supervisor Jack Morris as follows in effect:

"Do you know that you can get into trouble with the Company because of your Union activity?"

"The Respondent Company is seriously concerned with your involvement with the Union and such involvement is considered by the Company as an ex-

pression of opposition to the Respondent's business interest", and by coercively giving its employee A. C. Smith, II, the "Hobson's choice" of either abandoning legitimate Union activities or being terminated (J. A. pp. 65, 66, 67, 68, 70).

The uncontroverted testimony of witness Arthur C. Smith, II, was as follows (J. A. p. 70):

"Then he asked me, Mr. Morris told me, he said, 'You have a choice; you can either give up your Union activity and do your work or you can continue your union activity and be terminated.' I told—after he said that—I told him, I said, 'I will save you a whole lot of trouble, I'll quit before I'll get myself in trouble or you in trouble or anybody else in trouble because of me.' "

In the **Beiser** and **Springfield** cases the evidence was found sufficient to justify a finding of unlawful constructive discharge through a forced quitting. The facts in those cases were even less compelling than the facts herein. In the **Springfield** case, for instance, it was noted that the employee was highly sensitive and was easily upset by harassment. In the light of the employer's general anti-union attitude, and in the light of its specific anti-union activities as found by the Board in this case, including the actual and unlawful discharge of seven other employees, and in the light of the pressures placed upon Smith, it is submitted that the record is ample to sustain the charge in the complaint that Smith was constructively discharged on February 28, 1966. It is respectfully submitted that Smith should be reinstated along with the seven other discharges.

II. THE UNLAWFUL ACTIVITIES OF THE MAN- AGER OF THE CREDIT UNION IS AT- TRIBUTABLE TO THE EMPLOYER.

The Trial Examiner found that the manager of the credit union, which was established by the Company for the benefit of its employees, had engaged in an activity which was violative of Section 8 (a) (1) of the Act, namely that this manager during the strike protesting the Company's refusal to bargain and other unfair labor practices, told a striking employee, Ashcraft, while he was walking the picket line and in the presence of others that if he [Ashcraft] missed a payment on his car "We will take it" (J. A. pp. 301-303). The next day Ashcraft abandoned the strike and ceased attending Union meetings (J. A. p. 35).

Under all the circumstances the Trial Examiner concluded this action was intimidatory and violative of Section 7 rights, and found that this activity was attributable to the employer. The Board did not disturb the Trial Examiner's conclusions that the credit manager actively violated the Act but did hold that the Gresham incident was not attributable to the employer (J. A. pp. 47-48).

The record discloses that the credit union was established by the Company before the Union came into the plant and was used for the benefit of the Company employees. Gresham, although his duties were confined to running the credit union, was a salaried Company employee and was paid directly by the employer, although the credit union reimbursed the employer for this salary and the credit union also compensated the Company for use of its premises (J. A. 428-430). All the Company's supervisors were required to wear a gold hat at all times when on duty, and the Company for reasons of its own

required Gresham to wear a gold hat which he did (J. A. pp. 430, 812). Thus, it was natural for the employees to assume that Gresham did act in some supervisory capacity.

While he was not a supervisor in the sense that he directed or controlled work, there is nothing in the record to show that the Company made any effort to disabuse employees of any thought that Gresham was part of management and there is no explanation as to why Gresham was required to wear the same symbol of supervisory authority that all the other supervisors were required to wear. Under these circumstances it is fair to conclude, as did the Trial Examiner, that the employees regarded Gresham as exercising managerial or supervisory authority or being "part of management". Had the employer wished to avoid any identification of Gresham with management, it could easily have done so by not requiring the wearing of the gold hat or otherwise making known that Gresham was not connected with management in any way. When Gresham stated to a picket that "we" will repossess a car the conclusion is inevitable that "we" referred to him and the Company. In fact, the employee to whom the threat was made abandoned the strike and left the Union.

The decision of this Court in **Joy Silk Mills v. NLRB**, 87 C. A. D. C. 3 (1), 185 F. 2d 732 (Ap. D. C.), cert. denied 341 U. S. 914, gives ample support for the Trial Examiner's conclusion that the employer herein is responsible for Gresham's unlawful acts. In that case this Court held that the employer was responsible for the unlawful anti-union activities of a bookkeeper who had no actual supervisory authority, did not direct the work of any employees and had no power to hire or fire or recommend the same. The bookkeeper, however, like the credit manager here, had been placed by the employer in a position where he was identified by the employees as part of

management. Because the employees could and did reasonably infer that the bookkeeper was part of management the employer was held responsible for his conduct.

III. THE COMPANY VIOLATED SECTION 8 (a) (3) OF THE ACT BY WITHHOLDING A GENERAL WAGE INCREASE UNTIL JUNE 12, 1966.

The evidence indicates that but for the presence of the Union the Company would have granted such increase at least six months before the filing of the charge. The Union filed its petition for representation on June 15, 1965 and won the election and was certified on September 30, 1965. As indicated by the entire record herein and the Board's findings, the Company took many steps to discourage the Union throughout this period, including an adamant refusal to bargain with the Union, even after the Union was certified. Although it was the desire of the Company to test its objections to the election to the courts after its objections were overruled, the law is that "the filing of a petition for review of an order of the National Labor Relations Board does not operate as a stay of the Board order." **NLRB v. Olde King Cole, Inc.**, 260 F. 2d 530 (6 Cir., 1958). See also the **Matter of Ken Lee, Inc.** 137 NLRB 1632 at 1646. The employer was under a duty to bargain and it is clear from its conduct that had it done so the merit increases which were given on June 12, 1967 would have been granted at a far earlier date. The Trial Examiner held that it was the duty of the employer to bargain for these general wage increases and his conclusion was upheld by the Board. The Board, however, did not agree with the Trial Examiner that the increases would have been granted at an earlier date and were not earlier granted because of a desire to further discredit and discourage the Union.

The employer made clear its willingness and ability to pay the wage increase at an earlier date in a letter

which is distributed to all employees on June 6, 1966 in which the general wage increase was unilaterally announced. In that letter the Company stated:

“Since the Petition for election was originally filed by the Union, all matters with respect to wages, hours, and working conditions have been frozen. However, considerable time has elapsed and the Company feels that our employees should not be penalized further by the continued freezing of these conditions. For this reason, we are pleased to announce the following pay increases for all hourly employees” (GC 11; J. A. p. 736).

The Union's petition for an election was filed about two years prior to this time. By its own admission the Company then froze the granting of any increases and continued such freeze until July 12, 1967, even though it realized its employees were thereby “penalized”. The implication is unavoidable that increases in wages were withheld for almost two years because of the filing of the petition. The Company did not show that the wage increases could not or would not have been granted ordinarily far earlier.

It is further significant that even the statement in the June 6 letter concerning the freezing of benefits is untrue. As found by the Trial Examiner and the Board and undenied by the Company, the Company did grant unilaterally approximately 415 individual merit increases between September 25, 1965, five days before the Union's certification and June 18, 1966 (J. A. p. 23). While the employer may have been justified in deferring an increase until after the Union won the election, there is no justification for continuing to defer after that date. There is nothing in this record to show that the Company would not have granted the increase had it fulfilled its duty of

bargaining with the Union after the Union's certification. Its only justification as announced by the Company's president, Mr. Warner, was that it wished to test the certification in court, and we have seen that this is no justification. In response to the question from the Board's counsel, Mr. Warner states as follows:

"Mr. Warner, could you tell us any reason whatsoever the Tyler Pipe and Foundry Company did not give any wage increases between February 23 and June 12, 1966, to its employees?

"I gave you the economic things that have to be considered before you can ever even talk about a wage increase. Another reason was that when the decision was made to test the certification before the Circuit Court that we were advised by our attorneys that we could not even think about it, if we were, which we were not. We weren't even thinking about it" (J. A. pp. 320-321).

The Board has held under similar circumstances that such an excuse cannot prevail once the duty to bargain has arisen. See *Wheeling Pacific Co.*, 151 NLRB 1192 at 1192. The remedy of reimbursement for unlawfully withheld benefits during the bargaining period has been upheld in *NLRB v. Zelrich*, 355 F. 2d 104 (C. A. 5, 1965).

It is respectfully submitted that the conclusion of the Trial Examiner that the Company unlawfully withheld the June 12, 1966 merit increases for a period at least equal to six months before charges were filed is warranted and should be upheld, particularly in the light of the employer's long and continuing efforts to discredit and dislodge the Union by the commission of the numerous unfair labor practices as found by the Board herein.

CONCLUSION.

It is respectfully submitted that the Board erred in the respects set forth above and the decision should accordingly be reversed.

Respectfully submitted,

HERBERT S. THATCHER,

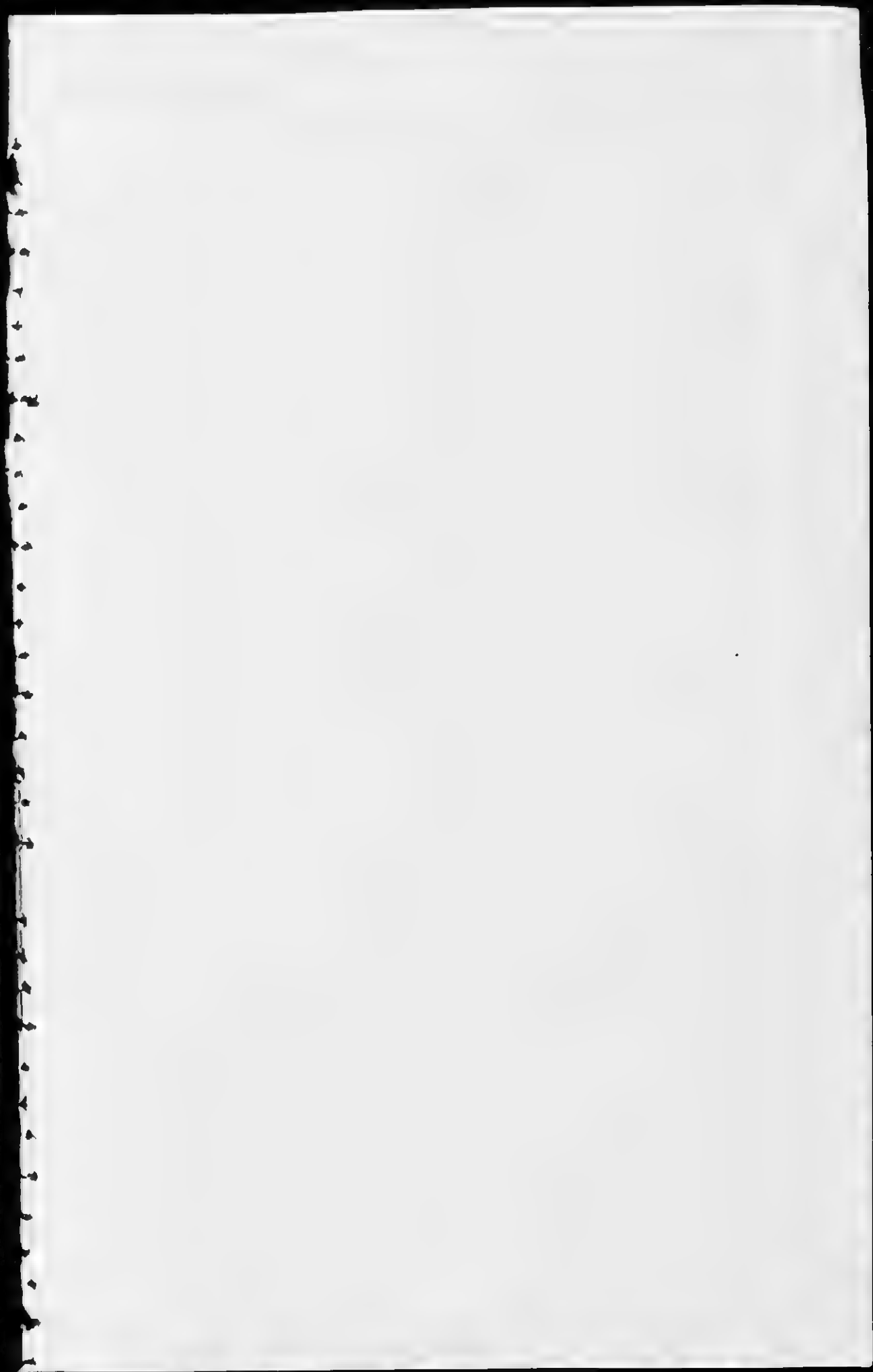
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IN THE
United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 21,928

**INTERNATIONAL MOLDERS & ALLIED WORKERS
UNION, AFL-CIO,**

Petitioner.

versus

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and

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Intervenor.

No. 22,002

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TYLER PIPE & FOUNDRY COMPANY,

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FILED FEB 25 1969

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**INTERNATIONAL MOLDERS & ALLIED WORKERS
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Intervenor.

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**On Petitions to Review and Set Aside and Cross
Petition to Enforce and Set Aside an Order
of the National Labor Relations Board**

**BRIEF FOR
TYLER PIPE & FOUNDRY COMPANY**

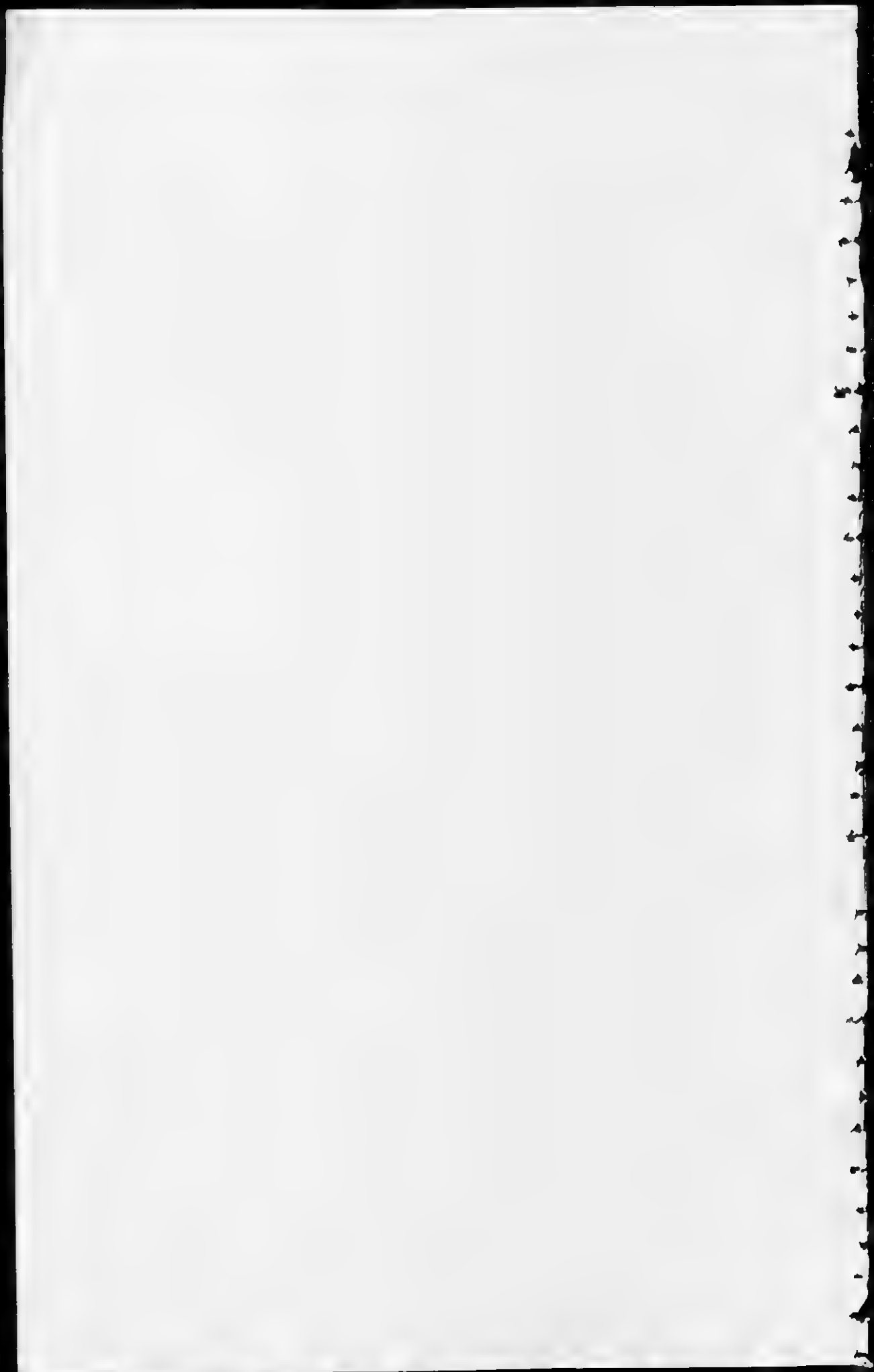
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IN THE
UNITED STATES COURT OF APPEALS FOR THE
DISTRICT OF COLUMBIA CIRCUIT

No. 21,928

INTERNATIONAL MOLDERS & ALLIED WORKERS
UNION, AFL-CIO, Petitioner,
versus
NATIONAL LABOR RELATIONS BOARD,
Respondent,
and
TYLER PIPE & FOUNDRY COMPANY,
Intervenor.

No. 22,002

NATIONAL LABOR RELATIONS BOARD,
Petitioner,
versus
TYLER PIPE & FOUNDRY COMPANY,
Respondent.

No. 22,263

TYLER PIPE & FOUNDRY COMPANY,
Petitioner,
versus
NATIONAL LABOR RELATIONS BOARD,
Respondent,
and
INTERNATIONAL MOLDERS & ALLIED WORKERS
UNION, AFL-CIO,
Intervenor.

On Petition to Review and Set Aside and Cross
Petition to Enforce and Set Aside an Order
of the National Labor Relations Board

BRIEF FOR
TYLER PIPE & FOUNDRY COMPANY*

*Herein "A" will be used to refer to the Appendix (Record) Filed
jointly by the parties.

TO THE HONORABLE JUDGES OF THE UNITED
STATES COURT OF APPEALS FOR THE
DISTRICT OF COLUMBIA CIRCUIT:

Comes now Tyler Pipe & Foundry Company, Intervenor in Cause No. 21,928, Respondent in Cause No. 22,002, and Petitioner in No. 22,263, and respectfully submits the following:

I. ISSUES PRESENTED FOR REVIEW

1. Whether substantial evidence on the record as a whole supports the Board's finding that the Company violated Section 8(a) (5) and (1) of the Act, particularly in light of the decision to be rendered by the Court of Appeals for the Fifth Circuit in Cause No. 25,146, by:

a. failing to notify and give the Union an opportunity to bargain concerning certain shift changes and wage reductions;

b. discharging seven employees on or about August 5, 1966 because they engaged in protected activities; and

c. unilaterally instituting a general increase in hourly rates and shift differentials on or about June 12, 1966?

2. Whether the Board properly found that the strike commencing on or about August 16, 1966 was an unfair labor practice strike?

3. Whether substantial evidence on the record as a whole supports the Board's finding that the Company violated Sections 8(a) (3) and (1) of the Act by discharging Clifton McCloud on or about August 19, 1966 because of his union activity?

4. Whether the Board properly refused to find that the Company violated Sections 8(a) (3) and (1) of

the Act by discriminatorily withholding a general wage increase prior to June 12, 1966?

5. Whether the Board properly refused to find that employee Arthur C. Smith, II was discharged in violation of Sections 8(a) (3) and (1) of the Act?

6. Whether the Board properly refused to find that certain changes in classifications and/or promotions made by the Company from September 1965 to June 1966 without prior consultation or collective bargaining with the Union violated Sections 8(a)(5) and (1) of the Act?

7. Whether substantial evidence on the record as a whole supports the Board's findings concerning the Company's enforcement of its admittedly valid no-solicitation rule and the distribution of certain union literature?

8. Whether the Board properly refused to find that certain conduct of J. W. Gresham, manager of the employee credit union at the Company's plant, was attributable to the Company?

II. STATEMENT OF THE CASE

This is a consolidated case before the Court to review and to enforce and/or set aside portions of a Decision and Order of the National Labor Relations Board in Case 16-CA-2782, 171 NLRB No. 38, dated May 10, 1968.¹

¹Pursuant to Section 10(f) of the Act (Labor-Management Relations Act, 61 Stat. 136, 28 U.S.C. §§ 141 et seq., hereinafter referred to as the Act), the Petition to Review was originally filed by the International Molders and Allied Workers Union, AFL-CIO (hereinafter known as "Union") on May 14, 1968, as Case No. 21,928 on the docket of this Court. On June 3, 1968, the Board filed a Petition to Enforce its Order as Case No. 22,002 on the docket of this Court. Thereafter, Tyler Pipe & Foundry Company (hereinafter known as "Tyler" or "Company") filed, respectively, its Motion to Intervene (in Case

After a full hearing on the issues, the Board's Trial Examiner found that the Company had violated Sections 8(a)(1), (3) and (5) of the Act as follows:

Section 8(a) (1):

1. By threatening an employee with reprisal for having engaged in union activity.
2. By discriminatorily interpreting its no-solicitation and no-distribution rules.

Section 8(a) (3):

3. By discriminatorily discharging seven employees on August 5, 1966 and thereafter refusing to reinstate them.
4. By discriminatorily discharging employee Clifton McCloud on August 18, 1966.
5. By withholding a wage and shift differential increase from March 13, 1966 to June 12, 1966.

Section 8(a) (5):

6. By refusing to bargain with the Union since March 13, 1966.
7. By unilaterally instituting and effectuating certain shift changes on August 7, 1966.
8. By unilaterally granting employees wage increases and shift differentials on June 12, 1966. A.38-42.

21,928) and its Answer to Petition for Enforcement (in Case 22,002). Shortly after the Union filed its Petition with this Court, Tyler filed a Petition for Review of the Board's decision in the Fifth Circuit and moved this Court to transfer all proceedings to the Fifth Circuit, or, in the alternative, to stay the instant proceedings pending determination by the Fifth Circuit of the issues presented in a collateral Case No. 25,146, because the Fifth Circuit's decision therein would have a material bearing on many issues in this case. The motion was denied by this Court. Thereafter, Tyler's Petition for Review was transferred from the Fifth Circuit to the District of Columbia Circuit and was filed as Case No. 22,263. The Board's Motion to Consolidate these causes was granted and entered June 10, 1968.

The Trial Examiner also found that the strike which commenced on August 16, 1966 was an unfair labor practice strike. On the other hand, he recommended the dismissal of charges that A. C. Smith was illegally discharged, A. 15-16, and that Tyler had violated section 8(a) (5) by unilaterally making certain promotions and changes in job classifications and by granting merit wage increases to some 18 employees. A. 23.

Ruling upon exceptions filed by the parties, the Board reversed its Examiner on findings 1 and 5 above but otherwise adopted as its Order his recommended order with modifications consistent with its Decision and Order. A. 45-48.

It is this Order, 171 NLRB No. 38, which Tyler Pipe seeks to have this Court review. For purposes of clarity, this Brief has been broken down into three categories: (1) those points on which the Board ruled in favor of the Company; (2) those major points on which the Board ruled against the Company; and (3) miscellaneous 8(a)(1) findings. Because there are numerous and varied issues, Tyler has presented its view of the facts on an issue-by-issue basis instead of in the traditional statement of the case.

III. INTRODUCTION

Any decision on many of the issues in this case is contingent upon the Fifth Circuit's decision in Case 25,146. In essence, Case 25,146 is the Company's test of the Union's certification by the Board in Representation Case 16-RC-3951.² A decision by the Fifth Circuit

²In Case 25,146 the Company refused to bargain with the Union since it believes the Union's Certification to be invalid because of its objectional misconduct preceding the election in case 16-RC-3951 and the Board's refusal to set that election aside,

that the Company was not obligated to bargain with the Union will void the violations found in 5, 6, 7 and 8, above and substantially affect the violations found in 3 and 4.

The Company requests that this Court review these findings and the Board's rulings against it, in light of the collateral case presently pending before the Fifth Circuit.

IV. ARGUMENT

A. BOARD RULINGS IN FAVOR OF TYLER PIPE & FOUNDRY COMPANY

1. *Substantial evidence on the record as a whole supports the Board's finding that Tyler did not violate Sections 8(a) (3) and (1) of the Act by withholding the June 12, 1966 general wage increases from its employees.*

a. The Trial Examiner's and Board's Findings

The Examiner held that the Company unlawfully withheld from its employees the general wage increase and shift differential of June 12, 1966 in violation of Sections 8(a) (3) and (1) of the Act and recommended that Tyler be ordered to make said increases

and because of the Board's refusal to afford the Company a hearing on its objections. See *Tyler Pipe & Foundry Co.*, 161 NLRB 784(1966). If the Company's position is upheld it is clear that there can be no refusal to bargain here. *NLRB v. Bata Shoe Co.*, 377 F.2d 821 (4th Cir. 1967); *U.S. Rubber Co. v. NLRB*, 373 F.2d 602 (5th Cir. 1967); *NLRB v. Ortronix, Inc.*, 380 F.2d 737 (5th Cir. 1967); *NLRB v. Roselon Southern, Inc.*, 382 F.2d 245 (6th Cir. 1967); *NLRB v. Lord Baltimore Press Inc.*, 370 F.2d 397 (8th Cir. 1966); *NLRB v. Trancoa Chemical Corp.*, 303 F.2d 456 (1st Cir. 1962); *Celanese Corp. v. NLRB*, 291 F.2d 224 (7th Cir. 1961), cert. denied 368 U. S. 925.

retroactive with interest to March 13, 1966.³ In so doing the Examiner concluded that the filing of the Union's petition was *the* reason "the increases" were withheld, and further implicitly found that "the increases" would have been given as early as June 15, 1965 but for the filing of said petition.⁴ A. 35.

The Board reversed the Examiner's conclusion holding that the General Counsel had failed to establish that the Company would have given increases at any time before the June 12th date.⁵

Tyler respectfully submits that the substantial evidence on the record as a whole and clearly established case precedent supports the Board's decision.

b. Argument and Authorities

The Board's analysis of the evidence on the record strikes at the heart of the Examiner's error — the General Counsel failed to prove that Tyler ever intended to give any increases prior to June 12, 1966. A. 47. In fact, the uncontradicted evidence establishes that no increases were planned or contemplated by Tyler prior

³Although the Trial Examiner does not mention the significance of March 13, 1966, it is obvious that he considered March 13, 1966, as the cutoff date under § 10(b) of the Act. A. 35-36. Further, it is clear that he would have ruled that the June 12th increases were illegally withheld from June 15, 1965 (the date the petition was filed) had he not correctly considered himself as being precluded from going beyond March 13, 1966, by § 10(b).

⁴"The implication in the above letter [i.e. June 6th letter of John Warner, see note 7] is clear, that increases in wages were *withheld because of the filing of the petition*. There is no showing by Tyler that wage increases could not or would not have been granted ordinarily except for the fact that the Union filed its petition. Clearly, Tyler's reason for its failure to grant the wage increases is based, therefore, upon an invalid premise." A. 35.

⁵"We disagree with the Trial Examiner's conclusion that this statement establishes by a preponderance of the evidence that the

to that date.⁶ There being a failure of proof that increases were planned,⁷ it is apparent that there can be no conclusion that increases were withheld. Consequently, Tyler respectfully submits that on this ground alone the Board was correct in reversing the Examiner.

Even if this Court finds that the Company did plan increases and then withheld them, Tyler submits that the Board's decision should be sustained as General Counsel did not prove an illegal motive for the "withholding."

Clearly, there was no proof that the reason for the "withholding" was to punish Tyler's employees for going to the Union as the Examiner found. A. 36. Quite to the contrary, when the Union filed its petition Tyler announced that there would be a freeze on merit increases in wages and fringe benefits and general wage increases until the Union situation was resolved one way or the other. Appendix 1. This policy was instituted upon the advice of counsel, obviously to avoid unfair labor practice charges. A. 316-318, 321-322. That such action and the announcement thereof

June 12 increases would, in fact, have been granted at any time before that date. We therefore reverse the finding of a violation of Section 8(a)(3)." A. 47.

⁶Tyler's President John Warner testified without contradiction that the decision not to make unilateral wage increases was made, upon the advice of counsel, when the Union first filed its petition. A. 315. He further testified that the Company continued this policy on advice of counsel that Tyler could not make, "not even think about" a unilateral wage increase pending the final outcome of the Company's court test of the Union's certification. A. 316-322.

⁷There was no direct proof in the record that Tyler planned any wage increases prior to June 12, 1966. The sole evidence relied on by the Examiner to establish that Tyler would have granted increases prior to that time was one sentence in a letter from President Warner on June 6, 1966, to Tyler's employees, which

was legal is well settled.* When Tyler decided to test the Union's certification, it was advised by counsel to continue its previously announced policy of maintaining the *status quo* as to wages, hours and working conditions pending the Court's review in order to avoid

stated in part: "Since the petition for an election was originally filed by the union, all matters with respect to wages, hours and working conditions have been frozen." A. 35.

The Examiner inferred from such statement that the company's subsequent giving of a wage increase indicated Tyler would have given it a year earlier but for the Union's petition. He inferred an increase where there was no proof that Tyler would have given one. He substituted conjecture for proof, and attempted to supply by inference an essential element in General Counsel's case which General Counsel did not prove on the record. A. 34-35.

- Board precedent clearly establishes that an employer may tell its employees that it will not or cannot grant any wage increases other than automatic or expected ones or make any other major changes in his employees' wages, hours and working conditions while a Union is trying to organize his operation or pending a Union election, as to do so might subject him to unfair labor practice charges. *Stuttgart Shoe*, 149 NLRB 663 (1964); *The Rhyne Co., Inc.*, 134 NLRB 787, 792, 794 (1961); *Footie Mineral Co.*, 112 NLRB 1410, 1414 (1955); *The Lux Clock Mfg. Co.*, 113 NLRB 1194, 1201 (1952); *Kansas-Nebraska National Gas Co., Inc.*, 90 NLRB 1423, 1428-1432 (1950). Further, such a statement is within the purview of § 8(c) of the Act as a proper explanation of the employer's legal obligations during the course of a Union's organizational drive. *Lux Clock, supra*; *Standard Coil*, 99 NLRB 899, 902, 903 (1952). This has been held true even where the employer announced that an already planned and/or announced wage increase would not be given or would be delayed because of the pendency of a petition, *Kansas-Nebraska Natural Gas, supra*, at 1415; during the Union's organization drive, *Lux Clock, supra* at 1157; until the union matter is settled, *Columbus Marble*, 111 NLRB 1162, 1169 (1955), *Stuttgart Shoe, supra* at 1424; and, while negotiating with the union, *Rhyne, supra* at 793-794. The only case Tyler has found to the contrary is *American Paper & Supply Co.*, 159 NLRB 1243 (1966), where the Board found a violation of § 8(a) (1) when an employer announced to employees that a wage increase *announced prior* to the Union's organizing drive would be withheld pending the final settlement of the matter.

unfair labor practices.⁹ Thus, Tyler continued to maintain this policy in order to avoid the risk of unfair labor practice charges.¹⁰

Thus, if there was in fact a "withholding" the record establishes it was for one purpose — that of avoiding unfair labor practices pending a court review of the Board's certification. Tyler's decision to test the Union's certification left it with no legal alternative but to continue its *status quo* policy pending the court's final determination. There is no doubt but that the adoption, application and announcement of this policy after the Union's certification, was legal and proper

Again no consideration was made of § 8(a)(3). Further, it is significant that in five of the six other cases cited above, there was proof that the employers intended a wage increase and/or announced it to the employees, withheld it because of the pendency of representation proceedings and then told their employees that they were withholding or delaying it because of the union situation. Even so, the Board found no violation of § 8(a)(1) and did not even mention § 8(a)(3). If the established facts in the cited cases would not even support findings of § 8(a)(1) violations, clearly the instant record will not support the Examiner's finding of a violation of § 8(a)(3) and/or (1).

⁹See note 5. In fact, when the Examiner directed Tyler's President to testify further why no increase was given between February 23, 1966 and June 12, 1966, Warner testified: "Number one, you are talking about \$350,000 which is something that must be considered. You are talking about the economic conditions of the industry, what is housing doing before you can do that. We had in our industry a moderate price increase which was due April 15th, but because many, many jobs were bid ahead of this date based on a price, the price increase did not take effect until much later than that. All of these you have to consider before you can have a wage increase." A. 317. Thus, Warner clearly inferred that no wage increase would have been given or was even contemplated prior to the Spring of 1966.

¹⁰The reasonable interpretation of the letter of June 6th, is that it merely restates this policy. A. 736-737. Particularly is this true in light of Warner's uncontradicted testimony. A. 316-318, 321-322.

as even the Examiner correctly indicates that unilateral action by the Company with regard to mandatory subjects of bargaining pending a decision on the certification test would be violative of Section 8(a) (5) of the Act. *Indianapolis Glove Co.*, 167 NLRB No. 61 (1967); *Rhyne, supra*; cf. *Valley Feed Supply Co., Inc.*, 135 NLRB 778, 793 (1962).

The case of *Rhyne Co., Inc., supra*, is on point. There the Board adopted the Examiner's position:

"... After examining its books at year end, Respondent concluded it could give a raise to all employees sometime in January. The plant workers got theirs sometime after January 11, but Rhyne refrained from giving it to the drivers, after receiving advice from counsel that such action, after a union demand for recognition, could be and had in the past been considered an unfair labor practice All of this testimony, considered together, in my opinion constitutes substantial proof that Respondent postponed the wage raise for drivers in reliance upon advice of counsel and was motivated by a desire, openly expressed to at least one driver, to avoid possible violation of the Act, rather than a desire to penalize the drivers for their protected concerted activity. I recognize, as General Counsel points out, that Rhyne, not the drivers, brought out the fact of postponement of the pay raise, in his talks which included other coercive remarks found above, so that it cannot be said that he was merely answering questions of the employees about the lack of a raise, hence it is arguable that the reasonable effect of his

remarks was to cause employees to believe their failure to get the raise was due to their affiliation with the Union, and his remarks were reasonably calculated to discourage continued adherence to the Union. However, giving due weight to this circumstance, along with the timing of the announcement, Respondent's other unfair labor practices, and its clear antiunion animus, but keeping in mind also that the Union had just requested contract negotiations, [filed its petition] I am constrained to conclude from all the pertinent evidence that the reason openly stated by Rhyne was a legitimate one, and was expressed to the drivers in such terms that it clearly tended to advise them that Respondent was withholding the raise, not because it wanted to, but because it desired to avoid conduct which could be construed as a violation of the Act, and that his remarks were not reasonably calculated to convey the impression to employees that their union affiliation caused Respondent to withhold the raise. While the issue is a close one, *I must conclude that General Counsel has failed to sustain the ultimate burden of proving by the requisite preponderance of proof from the record considered as a whole that Respondent's remarks in this respect violated the Act.* I shall therefore grant Respondent's motion to dismiss paragraph 9 of the complaint. See *Standard Coil Products, Inc.*, 99 NLRB 899, 902, 903; *The Lux Clock Manufacturing Company, Inc.*, 113 NLRB 1194, 1199-1201; *Ward Body Works, Inc.*, 103 NLRB 680, 710; and cf. *Soerens Motor Company*, 106 NLRB 652, 663." *Id.* at 793-794. (Emphasis added.)

In short, *Rhyne* established that an employer obligated to negotiate with a union is entitled to a matter of law to take the position of withholding unilateral wage increases and may so inform his employees when his reason for so doing is to avoid unfair labor practice charges. The fact that Tyler was not negotiating is not significant because even if it were not testing the Union's certification its bargaining obligation would be no greater than the employer's in *Rhyne* and the law with regard to unilateral changes is substantially the same.

Tyler respectfully submits that the evidence establishes without a doubt that its decision not to give any unilateral wage increases at the time the Union filed its petition and its continuation of said policy pending Court determination of the Board's certification was for a legitimate purpose and that the General Counsel failed to prove that the Company's failure to give a wage increase prior to June 12, 1966 was illegally motivated.

Consequently, Tyler respectfully submits that the Board ruling is supported by substantial evidence and the record as a whole should be adopted by this Court.¹¹

2. *Substantial evidence on the record supports the conclusion that A. C. Smith's employment was not*

¹¹Further, Tyler respectfully submits that the Examiner's recommendation that it be ordered to pay its employees a 6¢ per hour wage increase and a 6¢ per hour shift differential from March 13th to June 12th, 1966, is unwarranted in the instant case and beyond the recognized remedial powers of the Board. *Indianapolis Glove Co., Inc.*, *supra*; *New Orleans Board of Trade Ltd.*, 152 NLRB 1258 (1965). Particularly is this true when the sole reason Tyler has refused to bargain with the Union is to obtain a review of the Board's rulings in the prior representation case. *cf. Saks and Co.*, 160 NLRB 682 (1966); *enfd sub. nom. Retail Store Union v. NLRB*, 385 F.2d 301 (D.C. Cir. 1966).

terminated in violation of Sections 8(a) (3) and (1) of the Act.

a. Introduction

A. C. Smith was employed by the Company in March of 1963 as a fitter-assembler helper, and continued in that position until 1964 when he became a truck lift operator. A. 54-56. On February 28, 1966, Smith quit his employment with Tyler Pipe. A. 70, 463, 464, 481, 1013.

b. The Trial Examiner's and Board's Ruling

Although certain unfair labor practice charges were filed in connection with Smith's quitting, the Trial Examiner found that no charge encompassing Smith's case had been filed within the Section 10(b)¹² statutory period and dismissed that portion of the Complaint. A. 15-16. Further, the Examiner held that even if he were not barred by Section 10(b) he would have found that Smith voluntarily quit his employment and was not constructively discharged as contended by General Counsel. A. 16. The Board sustained the Trial Examiner's conclusions. A. 48.

The Company respectfully submits that substantial evidence on the record as a whole supports both conclusions.

c. The Section 10(b) issue.

It is established that Smith's employment with the

¹²Section 10(b) of the Act, 29 U.S.C. § 160(6) states in part:

"*Provided:* That no complaint shall issue based upon any unfair labor practice occurring more than six months prior to the filing of the charge with the Board and the service of a copy thereof upon the person against whom such charge is made,"

Company ceased on February 28, 1966.¹³ Thus, unless an unfair labor practice charge encompassing Smith's cessation of employment was filed and served on the Company prior to August 28, 1967, and was pending on that date, consideration of Smith's claim was properly barred by Section 10(b) of the Act. *Local Lodge 1424, International Association of Machinists v. NLRB (Bryan Mfg. Co.)*, 362 U.S. 41 (1960); *NLRB v. Katz*, 369 U.S. 736 (1962); *Patterson Menhaden Corp. DBA Gallant Man*, 161 NLRB 1310 (1966).

Consequently, it is clear that Smith's charge of August 31, 1966, and the Union's charge of September 12, 1966¹⁴ did not fall within the statutory period established by Section 10(b).

Similarly, charge Number 16-CA-2777, A. 995-996, was not sufficient to bring the cessation of Smith's employment before the Examiner as it was withdrawn on August 23, 1966, with the Regional Director's approval, and was not reinstated and/or served on the Company prior to the August 28th cutoff date. Appendix 3. *Square D. Co.*, 105 NLRB 253 (1953); *Derenson's*, 104 NLRB 273 (1953); *Olin Industries, Inc.*, 97 NLRB 130 (1951).¹⁵

¹³Charges numbered 16-CA-2785 and 16-CA-2782 alleged that Smith's last day of work was March 20, 1966, however, the record clearly shows that date to be incorrect. A. 77-78, 1004-1006, 1011.

¹⁴Charge Number 16-CA-2785 was filed on August 31, 1966, by Arthur Curtis Smith as an individual. A. 996-997. Charge Number 16-CA-2782 (Amended) was filed September 12, 1966 by Charles Boyd, District Representative of the Union. A. 700.

¹⁵In *Olin Industries*, the initial charge was filed and served on May 16, 1949. It was thereafter withdrawn on September 17, 1949. It was later reinstated on October 11, 1949. The employee in question was discharged on April 5, 1949. The Board held: "The charge in this case was filed and served on April 16, 1949, making the Respondent liable for its activities occurring after November 16, 1948, freeing Respondent from liability for acts preceding that date. While this charge remains on file, November 16 remained the cut-

Only one unfair labor practice charge remains to be considered. Charge number 16-CA-2782 was filed on August 23, 1966, and, in all probability, was served on the Company the following day. A. 700. This charge did not include Smith's alleged discharge but specifically named seven other employees against whom the Company had allegedly discriminated. The concluding phrase of such charge read: "By such conduct Employer has restrained and coerced employees in the exercise of rights guaranteed by section 7 of the Act." A. 700. (Emphasis added.)

Clearly established case law indicates that a timely charge must contain a general catchall allegation that an employer violated the Act "by other acts and conduct" before he may be charged with a violation not specifically contained in the face of the charge. *NLRB v. Raymond Pearson, Inc.*, 243 F.2d 456, 458-459 (5th Cir. 1957); *Fremont Hotel Inc.*, 162 NLRB No. 67 (1967); *Plains Cooperative Oil Mill*, 154 NLRB 1003, 1004, 1005 (1965). See also *NLRB v. Reliance Steel Products Co.*, 322 F.2d 49 (5th Cir. 1963).

The rationale of the Board is evidenced in *Plains supra*. There, the original charge alleging discriminatory discharge of Jessie Spencer was filed on March

off date. However, when on September 7, 1949, the Regional Director notified the party that he had approved the withdrawal of the charge by the charging party, the situation changed. We believe that on that date, or on any date thereafter on which a charge was not on file, Respondent had the right under the Statute to be assured that he would not be held liable for activities occurring more than six months ago. Hence, when on October 5, 1949, no charge was on file, the Respondent's liability for McManus' discharge, six months earlier, was extinguished by operation of law. To permit the October 17 reinstatement of the charge to revise their liability would amount to circumvention of Section 10(b)." (Emphasis supplied.)

17, 1964, but did not specifically mention employee George Williams who had been given discriminatory job assignments which isolated him from other employees. The first charge naming George Williams was filed April 30, and the Trial Examiner limited his findings of discriminatory job assignments to the six months preceding the amended charge of April 30, 1967. To such finding the Board said:

"However, we note that the original charge, served on March 17, 1964, alleged that Respondent had engaged in unfair labor practices within the meaning of Section 8(a) (1) and (3) by discharging a designated employee and by committing 'other acts and conduct . . . [which] interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.' The quoted language sufficiently encompasses the allegations relating to Williams' job discrimination which were later specified in the Complaint. Since the original charge was served on March 17, 1964, it permits a finding that all of the discriminatory assignments, which began September 23, 1963, and continuing, at times alleged, until the hearing, were in violation of section 8(a) (1)."

The significant point here is that the charge in charge Number 16-CA-2782 did not refer to A. C. Smith nor did it contain the catchall language but alleged only, "By such conduct the Employer. . ." Clearly such does not reach out to cover Smith's claim.

As the Examiner and the Board correctly held, the phrase "by such conduct" clearly referred only to the alleged discriminatory discharge of the seven named employees. A. 14-15. Had the charge sought to encom-

pass the Smith charge, the broader, so-called "catch-all" language "by such other acts and conduct" would have been used.

While it is settled that the purpose of a charge is merely to "set in motion the machinery of an inquiry,"¹⁶ it is abundantly clear that the Board did not, in August, 1966, consider charge 16-CA-2782 as broad enough, since it accepted Smith's own charge in 16-CA-2777 some two weeks later.

Only after it became apparent that Smith's charge was barred by Section 10(b) did General Counsel seek to argue that it was implicitly contained in the August 23rd charge.

In short, the August 23rd charge was the only charge pending against the Company within six months of the date of the alleged discrimination, and it did not refer to A. C. Smith nor did it contain an allegation that the Company had violated the Act by any acts or conduct other than those acts specified on the face of the charge. Further, the Company submits that by no stretch of the imagination could Smith's alleged discharge be "related to" the allegations contained in the August 23rd charge as it was remote in time, circumstance and personnel from the claims contained in that charge.¹⁷

Consequently, the Company respectfully submits that the Examiner and the Board's dismissal of Smith's claim as falling outside the Section 10(b) cutoff date should be sustained by this Court.

d. The Alleged Constructive Discharge

Assuming *arguendo* that this Court disagrees with the Examiner's and Board's decision on the Section

¹⁶NLRB v. *Indiana & Michigan Electric Company*, 318 U.S. 9 (1943).

10(b) issue, the Company respectfully submits that their decision correctly held that General Counsel had failed to prove that A. C. Smith was constructively discharged. A. 15-16, 48.¹⁸

3. *Substantial Evidence on the Record as a Whole Supports the Board's finding that the Promotions and Corresponding Wage Increases made by the Company between September 25, 1965, and June 11, 1966, were not violative of Sections 8(a) (5) and (1) of the Act.*

To support its allegation that Tyler violated the Act by unilaterally promoting employees to different labor grades and classifications and changing such employees' wage rate, General Counsel introduced notices of promotions which were posted by Tyler on a weekly basis from September 25, 1965 to June 11, 1966. A. 749-814. Approximately 400 such promotions occurred between the weeks beginning March 5, 1966.¹⁹

¹⁷"In *NLRB v. National Licorice Co.*, 309 U.S. 350 (1940), the Court referred to 'conduct in pursuance of the same objects' as 'related,' and this concept is essentially that connoted by references of the Courts of Appeals to conduct springing from the underlying or surrounding situation or controversy which gave rise to the charge." *The Singer Co., Wood Products Division*, 158 NLRB 677, 681 (1966).

¹⁸Because the Court's review of the alleged constructive discharge claim will be unnecessary if it sustains the Government's position on the 10(b) issue, the Company has not argued that issue in its brief. However, the Company has reviewed the record in detail and discussed the applicable law in Appendix 2, attached hereto, in an attempt to assist the Court should it deem it necessary to go into the constructive discharge issue.

¹⁹Although the notices indicate that there were in excess of 700 promotions during the period in question, Section 10(b) of the Act disallows any promotions or wage changes prior to March 5, 1966, from being considered as unfair labor practices. A. 11, 23. *Local Lodge 1424, International Assn. of Machinists*

The Company made these promotions unilaterally without prior consultation or collective bargaining with the Union. A. 23.

The Examiner and the Board dismissed the allegations holding:

"There was no showing that the promotions were contrary to or different than established Company policy. The proof submitted concerned eight employees whose grade was changed because they had completed the established time period for promotions to the higher grade. Inasmuch as the evidence showed that these promotions were automatic after the elapse of the time period under Respondent's plan which was in existence for many years, I do not find that Section 8(a) (5) and 8(a) (1) was violated thereby." A. 23.

The Company respectfully submits that the substantial evidence on the record as a whole supports this finding.

In the first place it is clear that the Board was correct in refusing to find that the job changes, promotions and corresponding wage increases constituted an independent violation of Section 8(a) (1). This is true as there is not a scintilla of evidence that the Company's actions were illegally motivated.²⁰

v. NLRB (Bryan Mfg. Co.), 362 U.S. 411 (1960). See also section I(D), *infra*.

²⁰General Counsel failed to present any evidence to establish that the promotions and corresponding wage increases of the eight employees about whom testimony was presented were discriminatorily motivated; that the eight employees received such treatment because they were anti-union; that anti-union employees were promoted while pro-union employees were not; or, that any employee was not promoted because of his union sentiments. Further, it is uncontradicted that at least the following employees who were known by the Company to be

Turning to the Section 8(a) (5) issue, it is clear that if the Union's certification is found to be invalid the unilateral changes complained of were not violative of the Act as a matter of law as the Company had no duty to bargain. See Footnote 2 *infra*.

However, even assuming *arguendo* that the Union's certification is valid, it is clear the Board's decision is supported by substantial evidence on the record.

The test is whether the promotions and corresponding wage increases amounted to a basic change in the Company's working conditions or whether they were consistent with normal management functions and past Company policy and practice. *Southern Coach & Body Co.*, 336 F.2d 214, 218 (5th Cir. 1964); *White v. NLRB*, 255 F.2d 564 (5th Cir. 1958); *Arbco Electronics, Inc.*, 165 NLRB No. 94 (1967); *Capital Aviation Co.*, 152 NLRB 745 (1965); *Irvington Motors, Inc.*, 147 NLRB 565 (1964). As the Fifth Circuit Court noted:

"... [T]he Supreme Court clearly indicated in both *Crompton-Highland*²¹ and *Katz*²² cases that the mere continuation of the status quo during the bargaining period [appeal period] cannot constitute a disparagement of the bargaining process; there must be an actual change in working conditions." *Southern Coach*, *supra* at 218.

General Counsel attempted to prove the Company's action illegal by establishing that the wage increases

pro-union were promoted and received the corresponding automatic adjustment in wages. Clifton McCloud A. 87; A. C. Smith A. 58-59; J. W. Hargest A. 750-751; Ed Adkins A. 754-755, Compare with A. 21-22.

²¹NLRB v. *Crompton-Highland Mills, Inc.*, 337 U.S. 217 (1949).

²²NLRB v. *Katz*, 369 U.S. 736 (1962).

were merit increases and not increases resulting from promotions. He sought to establish this fact by showing that there was no change in the duties and responsibilities of the employees who received the increases. However, the General Counsel failed to establish his point²³ and further failed to meet his burden of proving that in making the promotions and corresponding wage increases, the Company deviated from its past practice.

The facts are clear and simple. The Company made approximately 400 promotions during the period in question. The record indicates that such action did result in a change of the duties and responsibilities, as well as the job classification or labor grade of the employees involved. The Company's job classification structure had been in effect at least three or four years

²³General Counsel presented evidence concerning the promotions of eight employees. With regard to the remaining employees there was no evidence presented to establish that they received any wage increase nor was there any evidence presented to establish that there was no change in their duties. Secondly, although General Counsel's witnesses asserted there was no observable change in the duties and responsibilities of the remaining eight employees, the evidence clearly indicates that the witnesses did not work closely enough with these eight employees and were not sufficiently familiar with their duties to be credited on the point. A. 404-411. The folly of General Counsel's contention was made apparent when Peterbough testified that it was common knowledge that promotions carried with them corresponding automatic wage increases, and that such had happened to him when he was promoted. A. 412. The promotions did involve a change in the job classification, duties and responsibilities of the eight employees involved. In the case of each employee this is clearly established by looking at the job descriptions of the jobs held before the promotion and the job description of the job to which the employee was promoted. E.g. A. 821-827, 849-855, 897-902. Even if the wage changes were merit increases, they were not proved to be illegal as there is no evidence in the record that such increases deviated from the Company's past practice. *Arbco Electronics, Inc.*, 165 NLRB No. 94 (1967).

and it was the Company's past practice to make periodic promotions. A. 408, 412. The wage changes reflected no more than an automatic application of the Company's existing wage structure to the job classifications and labor grades to which the employees in question were promoted.²⁴

In summary there is no evidence that the Company did other than maintain the *status quo* with respect to its promotion policy and the wage changes in question.

The Company respectfully submits that it had a right to make said promotions and the corresponding wage increases. As the Fifth Circuit held in *Southern Coach & Body Company*:

"... [W]e do not feel that Section 8(a) (5) precludes an employer from making the necessary adjustments in his work force which were made here in the absence of some evidence that he has deviated from established company policy..." *Supra*²⁵ at 218,

Therefore, the Company respectfully submits that the Board's action in dismissing this portion of the com-

²⁴By comparing the b and c portions of General Counsel's exhibits 38, 43 and 51, which are typical of the records kept on all employees in question, it is clear that the increases were by way of promoting employees to or bringing them to the job rate. Thus, for example, exhibit 38(c) shows in the "remarks" section a number 1 by the March 6th increase, and a number 3 by the June 5th increase. Exhibit 38(b) shows that a number 1 means "Promotion" while a number 3 means "Bring to job rate." A. 821-827, 849-855, 897-902.

²⁵In *Southern Coach*, the Company gave unilateral wage increases to reflect the particular job the employee was assigned to perform at the time and unilaterally granted other employees automatic increases based on established time periods in particular jobs. *Supra* at 218.

plaint as proper and should be upheld by this Court.²⁶

4. *Substantial Evidence on the Record as a Whole Supports the Board's Dismissal of Paragraph 7A(F) of the Complaint.*

Paragraph 7A(F) of the Complaint alleged that without prior notice to or consultation with the Union, the Company granted certain unilateral wage increases in violation of Sections 8(a) (5) and (1) of the Act. A. 415. The Trial Examiner and the Board dismissed that portion of the Complaint. A. 23.

Respondent respectfully submits that the substantial evidence on the record as a whole supports the Board's finding.²⁷

General Counsel stated there were 18 such increases, and introduced General Counsel's exhibits 38(a - e) through 60 (a - e) in support of its case. A. 821-956.

It was stipulated in the record that in line with normal Company policy, the wage increases of the 18 employees were increases from base rate to job rate; that such increases automatically occurred within 90 days; and, that there was no change in the duties of the employees involved. A. 1025-1026. See not 24 *supra*. Personnel Director McKie testified without contradiction that such increases occur automatically after an employee has been at base rate 90 days, and that whether or not the raise is given is not within the discretion of the employee's supervisor.

²⁶To hold that the Company could not make promotions and adjust its employees' wage rates accordingly pending a determination of this case on appeal would create an intolerable burden on the Company's business and adversely affect its employees' economic and substantial rights.

²⁷If the Union's certification is found to be invalid the increases complained of clearly were not violative of Section 8(a)(5). See Footnote 2, *infra*.

Tyler submits that said increases in no wise violated the Act as they occurred automatically 90 days after an employee had been at base rate and were consistent with the Company's long established past practice of granting automatic increases after set periods of time. *NLRB v. Southern Coach & Body Co., Inc.*, 336 F. 2d 214, 217 (5th Cir. 1964); *White v. NLRB*, 255 F.2d 564 (5th Cir. 1958); *Capital Aviation*, 152 NLRB 745 (1965); *Mose Franck Heating & Air Conditioning, Inc.*, 150 NLRB 850 (1965); cf. *Gary Steel Products Corp.*, 144 NLRB 1160 (1963).

B. BOARD RULINGS AGAINST THE TYLER PIPE & FOUNDRY COMPANY

1. *The Company's Unilateral Shift Change; August 5 walk-off and replacement of seven employees; strike of August 16, 1966.*

a. Background and Economic Considerations

The following facts are either stipulated to or are undisputed:

J. P. Johnson, who was Superintendent of Foundries of the Company, testified that in 1965 the Company developed a new process to make pipe. This particular process involved the spinning of the molten steel in two machines that used hub cores.²⁸ These machines, known as Split Mold "A" Machine and Split Mold "B" Machine, were identical machines for the manufacture of double hub five-foot pipe. A. 575-576. In the Spring of 1966, a decision was made by the management of

²⁸"Hub Cores" are devices made of sand which fit into the ends of pipe molds serving as a dam to permit molten iron from slinging out of the ends of the pipe mold and also as a form for the inside of the "hub" or end of the pipe. A. 571-574, 1014-1017. Hub Cores are utilized in the manufacture of "spun" pipe. A. 576-578.

the Company to phase out these two machines because of production problems.²⁹

The phasing out of the split mold machine reduced the requirement for hub cores and so a further decision was made to change the shift schedule in the Hub Core Department from three 8-hour shifts to two 10-hour shifts. No notice of this change was given to the Union. A. 582. The shift change was to take effect on Sunday, August 7, 1966. It was stipulated that the phasing out of the pipemaking machines requiring hub cores was purely an economic decision and was not implemented for any anti-union reason. A. 580-581.³⁰

²⁹The first of these machines (Split Mold "A") was phased out on May 20, 1966. A. 588. The first shift of the second machine (Split Mold "B") was eliminated July 29, 1966, and the second shift was finally eliminated October 14, 1966. Both required hub cores produced by a separate department in the plant.

³⁰The Trial Examiner then said: "Well, are you conceding that the circumstances, economic circumstances warranted the said changes and relying upon the fact that the union was not notified?"

MR. ECKHARDT: Yes.

TRIAL EXAMINER: You are conceding that, then?

MR. ECKHARDT: Yes.

TRIAL EXAMINER: All right. So you don't have to go into it.

MR. SEAY: I think—

TRIAL EXAMINER: It's admitted by General Counsel.

MR. SEAY: Well, can we have a stipulation that there was a bona fide business decision made on May the 20th to phase out Split Machine Mold "A" and the two shifts were cut out then.

Then on July 29th, 1966, we phased out the first shift of Split Mold "B". Then on August the 5th, of course, was when the change came up. Then by October the 14th, 1966, we had phased out the other shift on the Split Mold "B" Machine, and both of those Split Mold Machines were discontinued.

MR. ECKHARDT: And that no notice was given to the Union about either one of these changes?

MR. SEAY: That's right.

TRIAL EXAMINER: Any of these changes?

When the decision was made to eliminate the two Split Mold Machines, the Company diverted its requirements back to an older static cast unit which produces pipe in a mold and requires no hub cores.³¹

b. Issues

Out of this background arise three distinct but related issues. First, was the Company obligated to notify the Union and bargain about the proposed shift change? Second, does substantial evidence support the Board's finding that the Company violated Sections 8(a) (1) and (3) by discharging seven employees of the Hub Core Department who protested the sudden change in their working conditions? And, third, did the Board properly find that the strike of August 16, 1966, to demonstrate support of the allegedly discharged employees, constituted an unfair labor practice strike?

2. *There is no substantial evidence to support the Board's finding that the Company vio-*

MR. ECKHARDT: Yes.

MR. SEAY: That's right.

Is that a stipulation for everybody?

MR. ECKHARDT: Yes, absolutely.

TRIAL EXAMINER: All right.

MR. ECKHARDT: So stipulated.

TRIAL EXAMINER: All right. So stipulated." A. 580-581.

(Mr. Eckhardt was counsel for the General Counsel.)

³¹The Company had never eliminated pipe production on the static cast machine but had maintained one shift on the static cast unit. Thus, when the Split Mold process proved uneconomic production was shifted back to the Static Cast process so that the pipe formerly produced by the Split Mold Machines was thereafter produced by the one shift of the static unit. No additional employees were required on the static unit to meet the Company's pipe requirements since the shift had been left on the static unit to produce other size pipe which could not be made on the Split Mold Machines. A.584-589.

lated Sections 8(a) (5) and (1) by refusing to notify or bargain with the Union about the shift change.

The reduction in hub core requirements was a direct result of a bona fide economic decision to phase out the two split mold machines. The reduction in hub core requirements necessitated a change from three shifts to two shifts in the Hub Core Department. This change was communicated to Hub Core Department employees by their foreman, R. L. Barrett on August 4-5, 1966. As found by the Board, the Company had no plans to lay off anybody, though they did contemplate the transfer of some employees. A. 46, 608-610.³²

With respect to notification and bargaining over this shift change, it is apparent that the Company had no duty to bargain with the Molders Union unless it was the regularly designated statutory representative of the Company's employees. Should the Fifth Circuit reverse the Board's certification there could be no violation of Section 8(a) (5).

Even if the Board's Certification is upheld by the Fifth Circuit, however, the Company was under no duty to bargain with respect to the shift change. There was no showing that there was any contracting out of work formerly performed by members of the bargaining unit.³³ The uncontradicted evidence proved there were no contemplated discharges or layoffs of bargaining

³²GCX 73 illustrates the proposed employee transfers from the Hub Core Department. This schedule never went into effect because of the walkoff of August 5, 1966. A. 972.

³³See e.g. *Fibreboard Paper Products Corp.*, 138 NLRB 500, enf'd sub. nom., *East Bay Union of Machinists, Local 1304, United Steelworkers of America v NLRB*, 322 F.2d 411 (D.C. Cir.), aff'd. 379 U.S. 203 (1964).

unit employees.³⁴ There were no layoffs as a result of the shift change and there was no significant detrimental effect upon the bargaining unit brought about.³⁵

Even in unilateral subcontracting cases, involving a clear mandatory subject of bargaining, the Board and the Courts have not mechanistically applied *Fibreboard*.³⁶

There is no evidence at all to support the Examiner's and Board's finding that the Company was under any lawful duty to consult with the Union. To the contrary, the undisputed testimony and stipulation shows that there was no anti-union motivation in implementing such change, that the shift change followed the Company's existing business practices and *bona fide* economic decisions and that the Company fully intended to utilize existing personnel and did not reduce

³⁴See e.g. *International Union, U.A.A. & A. Implement Workers v NLRB*, 381 F.2d 265 (D.C. Cir. 1967)

³⁵Frank Love, an in-plant committeeman, testified that two employees, J. W. Hargest and Adolphus Howard, told him that as a result of the shift change, their hourly rate was being cut by 25¢ per hour. A. 338.

³⁶*Westinghouse Electric Corp.*, 150 NLRB 1574, 1576 (1965). "In the *Fibreboard* line of cases, where the Board has found unilateral contracting out of unit work to be violative of Section 8(a) (5) and (1), it has invariably appeared that the contracting out involved a departure from previously established operating practices, effected a change in conditions of employment, or resulted in a significant impairment of job tenure, employment security, or reasonably anticipated work opportunities for those in the bargaining unit."

In *District 50, United Mine Workers v NLRB*, 358 F.2d. 234, 237 (4th Cir. 1966), the Court sustained the Board's approval of contracting out on the ground that "The Board was entitled to conclude that there was no substantial adverse impact on the employees caused by the employer's subcontracting decisions." In *Puerto Rico Telephone Co. v NLRB*, 359 F.2d 983, 988 (1st Cir. 1966), the court overruled part of a Board order against an employer because the court found no evidence "that the bargaining unit or any employee in it" was "adversely affected" as a direct result of the contracting out.

the whole number of jobs within the bargaining unit.³⁷

Based upon the record as a whole, and the particular circumstances of this case, this Court should reverse that portion of the Board's Decision holding that the Company violated Sections 8(a) (5) and (1) by refusing to notify or bargain about the shift change.

3. *The Board's Finding that the Company violated Sections 8(a)(3) and (1) by discharging Love, Clay, Howard, Hargest, Campbell, Dixon and Johnson is not based on substantial evidence.*

a. Events and circumstances

The events occurring on the evening of August 5, 1966 in the Hub Core Department relating to the conversation between the employees and supervisor Barrett and the subsequent walk-off are fully developed.

Miss Emma Jean Dixon was employed in the Hub Core Department as a cut-off saw operator. A. 174. She testified that on the morning of August 5, 1966 at about 4:40 a.m. she was told to report to the office of Mr. R. L. Barrett, her supervisor. Miss Dixon and the other lady employees of the Hub Core Department were told that a shift change would go into effect Monday, August 7, 1966. Ella Mae Campbell testified that the reason Barrett gave for this shift change was "that the Company didn't need three shifts as of right now." A. 256.

Early in the morning on August 5th, after work was over, the Hub Core employees held a meeting out of the presence of the Company. At this meeting, it was apparently decided that the employees would talk to

³⁷cf. *International Union, U.A.A. & A. Implement Workers v NLRB*, *supra* note 33.

some of the "high officials" as a group; that if the officials wouldn't meet with the employees as a group the employees would not work a scheduled Friday night overtime shift but would go back to work on Sunday on the new schedule. A. 182.

The overtime shift in the Hub Core Department was scheduled to begin at 10:00 p.m. on the evening of August 5th. At that time eight of the thirteen employees appeared, led by the in-plant committeemen Love and Clay, and requested a meeting with the Hub Core employees and a representative of the Company.³⁸ When this request was denied, eight employees walked off the job. The Trial Examiner found that such action was protected, concerted activity *under the leadership of in-plant committeemen Love and Clay*,³⁹ and that the Company illegally discharged seven of the eight employees as of that time.⁴⁰ The Board found that the Company "unlawfully discharged seven employees who, in protest of a sudden change in their working conditions which manifested Respondent's continuing unlawful refusal to negotiate with the Union, refused to work on August 5, 1966. A. 46.

b. Union activity and Fifth Circuit

Despite a host of different reasons given by the employees themselves as to why they would not work on August 5, 1966⁴¹ the Board's decision pointedly holds

³⁸Love's testimony was that the Hub Core employees would not work unless Barrett talked with the employees as a group about the shift change and cut in pay. A. 340. Clay testified that the employees were seeking to meet with a "high official." A. 234.

³⁹A. 28.

⁴⁰A. 29.

⁴¹Dixon, Johnson and Campbell testified generally that the two reasons they would not work on August 5 were that the employees of the Hub Core Department were unable to talk with

that the demands of the seven employees were Union demands. Further, the record shows that:

(a) George Lovin, Chairman of the in-plant committee at Tyler Pipe discussed the walk-off with Love on August 6, 1966. A. 307. Lovin advised International Representative Charles Boyd of the walk-off and received instructions. A. 308-309. Lovin contacted Dave McKie, the Company's Director of Industrial Relations and requested a meeting between McKie, himself and the seven employees or in the alternative a meeting with himself, Love and Clay. A. 1024.

(b) Leon Clay testified that request was made of Dave McKie to talk with the Committeemen of the Union. A. 241.

(c) Frank Love testified that when the Committeemen were unable to get in touch with Bill Speas, the Company's production manager, they decided to contact Dave McKie. A. 347.

(d) Charles Boyd, the International Representative, testified that he had vested the in-Plant committee with full authority including the right to strike. A. 379.

It is apparent that the committeemen were acting as agents of the Union and not in some separate capacity.

The Board and Examiner have found that the walkoff and demands of August 5 were in support of the Union's position that it was bargaining representative. In the event that the Board's order to bargain is denied

high officials about the shift change, and short notice of the overtime shift. A. 193, 197, 252. Clay said he wouldn't work because nobody would talk with the employees as a group. A. 234-235. Love advised Barrett that the employees were unwilling to work shorthanded and that they wanted to discuss the shift change and the cut in pay of two employees. A. 340-341. Love later signed a statement that he was discharged for refusing to work overtime. A. 1020.

enforcement by the Fifth Circuit, then it must follow that Tyler cannot be guilty of refusing to bargain about the shift change, *NLRB v. Blades Mfg. Corp.*, 344 F.2d 998 (8th Cir. 1965). *Trailmobile Division, Pullman Inc.*, 168 NLRB No. 31 (1967); and that the strike of the seven employees to force the Company to deal with a minority union is unprotected, *NLRB v Cactus Petroleum Co.*, 355 F.2d 755 (5th Cir. 1966)⁴² and, consequently, Tyler was under no duty to reinstate the seven employees.

The demands made on the Company at the start of the ten o'clock shift on the night of August 5 were clearly Union demands made by the in-plant Union committeemen, and calling for a meeting between the Company and a Union group through their spokesmen. The Company's position in not meeting with these people and not recognizing the Union was consistent with its test of the certification. It was not obligated to go further and decide at its peril whether each person was acting individually or in concert, but it could turn down these demands which both Examiner and the Board have found was Union action.

c. Demands were unreasonable

Regardless of the Fifth Circuit determination, however, the action of the seven employees was precipitous and unprotected; it was taken at an inappropriate time and was not a reasonable method of protest.⁴³ The mass departure of the Hub Core employees at a crucial moment in the Company's production cycle because they were not allowed to bargain late at night

⁴²At p. 761 the Court stated: "Although a minority strike is not unlawful per se, it is nevertheless unprotected activity, for participation in which an employee may be permanently discharged."

⁴³*Dobbs Houses, Inc. v. NLRB*, 325 F.2d 531 (5th Cir. 1963).

with a high official about a shift change which had not even gone into effect was unreasonable both as to method and time. Due to the disruption in the Hub Core Department, one of the pipe machines ran out of cores and was down about 45 minutes (A. 592) despite the Company's prompt transfer of temporary help to the department. A. 591-592.

There was ample basis to discharge the employees for engaging in unprotected activity had the Company wished to do so. It did not treat the strikers as discharged, however, but replaced them from within as economic strikers.

d. Employees were replaced

The Board agreed with the Examiner's finding that Tyler discharged the seven employees on August 5 for engaging in protected activity. A. 46. This finding is apparently based on the fact that the hub core foreman, when advised by the employees that they would not work that night, stated that the only way he could take it was that they were quitting.⁴⁴ Barrett's opinion as to the employees' work cannot be considered to control their legal status. Barrett did not tell anyone they were "fired" or "discharged." The employees obviously didn't believe they had been discharged since they returned Sunday night for work. By that time, they had been replaced.

After Supervisor Bowins was advised of the walkoff by Barrett, he contacted Boe Johnson, the Plant Superintendent, with a request for advice as to completion of hub core production for the night of August 5, 1966. A. 590-591. Johnson and Bowins met on Saturday, August 6, in Mr. Johnson's office at approximately ten

⁴⁴See e.g., A. 185, 260.

o'clock. Mr. Johnson testified with respect to that meeting as follows: In making up the two-shifts schedule from a three-shifts operation in the Hub Core Department, he had instructed Mr. Bowins to schedule his people in the department according to their inverse hire date and to make sure that he went right down the line in that order. A. 84. Consequently, there were several of the least senior employees that were scheduled to be transferred out of the Hub Core Department into other departments. A. 972. On the morning of August 6, Mr. Johnson instructed Mr. Bowins to make a new schedule showing the replacement of the persons who had walked out, and not scheduling these other people out of the department. A. 593. It was decided at that time to set up a new schedule on Saturday, August 6, because the department was to start to work on two shifts on Sunday night, August 7. Johnson gave the instruction to Mr. Bowins on August 6, A. 594, and on Sunday morning, August 7, 1966 around ten o'clock, Mr. Bowins was working on the schedule and advised Johnson that he had sufficient people to schedule into the jobs by not scheduling any persons out of the department. Bowins then informed Johnson that the plans were almost completed, and later, on Sunday afternoon, Johnson learned from Bowins that he had completed the scheduling of persons in the jobs in the Hub Core Department so that all available jobs in the department were filled. A. 594-595, 968.

As shown by these exhibits and the testimony in the record, Bowins, in administratively carrying out Mr. Johnson's instructions of Saturday morning, August 6, permanently replaced the strikers from within, A. 637-642, and abolished jobs.

The decision by the Board and Courts clearly hold that a striker is replaced and not entitled to reinstate-

ment where his job has been abolished or absorbed by other employees.⁴⁵ To characterize the Company's schedule as "not replacements in the accepted sense" (A. 27-29) or as a "hasty revision" (A. 46) is to ignore the Company's legitimate response to the August 5th strike by permanently replacing. Further, the Company met its burden of proving permanent replacements.⁴⁶

The scheduling was completed by Pete Bowins on the afternoon of August 7, 1966, prior to any unconditional offer to return to work by the seven employees. When they reported for work Sunday evening, their jobs had been filled.

At the time of trial of this case before the Examiner, it appeared that most of the replacement employees were still working in the jobs of the people they replaced. A. 637-644. Prior to August 7, 1966, there were approximately 45-50 employees in the Hub Core Department. At time of trial there were 28. A. 644-645. While the Company had originally scheduled transfers

⁴⁵*Atlas Storage Division*, 112 NLRB 1175, *enf'd sub. nom. Chauffeurs, Teamsters & Helpers General Local 200 v. NLRB*, 233 F.2d 233 (7th Cir. 1956).

⁴⁶It was stipulated (A. 419-423) that the Company records reflect the following replacement schedule. Also Pete Bowins testified that: W. E. Harper (formerly leadman on a third shift) replaced Leon Clay, (A. 1270, 1271); B. J. Kennedy (formerly on the first shift) replaced Frank Love, A. 638; Manzell Gordon (an operator on the third shift) replaced J. W. Hargest, A. 639, as relief operator (by being moved up as shown at A. 972 from laborer to relief operator in the place of J. W. Hargest); and F. M. Riley (A. 972) instead of being transferred out of the department (and formerly on the second shift) (A. 969) replaced Emma Gene Dixon, A. 420, 641. The jobs of D. Howard and F. Johnson were eliminated, A. 646-647, 968. The Record shows that E. M. Campbell's job was either eliminated Sunday August 7, or was filled by A. M. Gordon at that time and subsequently eliminated approximately two months later. A. 642-646.

for people it didn't need in order to avoid layoff, it certainly didn't have to make work for people who walked off the job and were replaced from within.

It is, therefore, submitted that the Board's decision that the Company violated Section 8(a) (1) and (3) by discharging the seven employees is not supported by substantial evidence on the record as a whole.

4. *There is no substantial evidence supporting the finding of the Board that the strike on August 16, 1966 was an Unfair Labor Practice Strike.*

Following the Company's refusal to allow the seven employees to return to work on August 7, 1966 a handbill was put out by the Union calling for a special meeting on August 13, 1966 to demonstrate support for the seven employees. A. 748. At a subsequent meeting on August 14 it was decided to call a strike on August 16, 1966. A. 357-358. The Company was notified that the Union suspended this strike on August 23, 1966. A. 747. Of all the employees on strike the only employee not allowed to return to work was Clifton McCloud. A. 302.

The Examiner found the strike of August 16, to be an unfair labor practice strike since it was "to protest the Respondent's continuing unfair labor practices and the unlawful discharges of the seven employees who refused to work on August 5, . . ." A. 32. As pointed out above, there really could be no duty imposed on the Company to bargain with the Union about shift changes, or wages and hours unless the Fifth Circuit affirms the Board's determination as to the validity of the Union's Certification. Consequently, Tyler

respectfully requests that the Court reverse the Board's finding that the strike of August 16, 1966 was an unfair labor practice strike.

5. *The Board and the Trial Examiner erred in finding that Tyler Pipe violated sections 8(a)(3) and (1) of the Act by discharging Clifton McCloud.*
- a. **Facts and circumstances surrounding McCloud's Discharge**

"McCloud was employed by Respondent [Company] as a maintenance mechanic from March 15, 1966, until his discharge on August 19, 1966. Respondent concedes that it possessed knowledge of McCloud's union adherence and union activity. Respondent likewise acknowledges that McCloud was prominent in the Union by virtue of his being on the Union's in-plant committee. Respondent, although admitting its knowledge of McCloud's union preference, activity and prominence, nevertheless insists that it discharged him because of McCloud's misconduct during the strike which occurred at Respondent's plant between August 16 and 23, 1966. It was stipulated that all of the strikers, except McCloud, were immediately reinstated at the conclusion of the strike. The events leading to McCloud's discharge have their origin at the picket line on the evening of August 17, 1966. McCloud, about 11 p.m. that evening, had parked an automobile near an entrance to one of the gates leading to the plant. The automobile was equipped with a loudspeaker and McCloud was addressing

(heckling, Respondent terms it) remarks to non-striking employees as they were leaving the plant. Around 12 midnight, Patrick A. Thomas, a student employed during the summer by Respondent, called for Lawrence Crow, a non-striking employee. As Crow drove out of the gate with Thomas in the passenger seat, McCloud directed the following remarks to them from the loudspeaker, "Here comes two good men. Why don't you come out and join the strike." Crow shook his head and drove his car across the adjacent highway. McCloud thereupon stated, "How does it feel to scab on a fellow employee?" Crow responded to this by sticking his head out of his car window and extending his middle finger in an obscene manner while at the same time saying, 'You go to hell, you stupid son-of-a-bitch.' " A. 16-17.

Crow proceeded on down the highway and McCloud, instead of breaking off the affair at the name calling stage, took off down the highway following Crow.

"Another employee, C. S. Williams, was a passenger in McCloud's car. At speeds of 25-50 miles per hour the two cars proceeded down the highway. After 1 1/2 or 2 miles, McCloud caught up with Crow and shouted, 'you bald-headed son-of-a-bitch, if you pull over, we will see who the stupid son-of-a-bitch is.' . . . After this interchange Crow proceeded along and McCloud passed him, later Crow passed McCloud and it appeared to Crow that McCloud was at times attempting to crowd him off the highway." A. 17-18.

Crow and Thomas⁴⁷ stated that as McCloud followed them down the highway he repeatedly called Crow vile names, attempted to provoke an altercation with Crow and swerved his car into Crow's apparently attempting to run them off the road. A. 512-514, 538-539, 541, 549-550, 560. District Attorney Coats and polygraph operator Hardy corroborated Crow's and Thomas, version of the incident.⁴⁸

b. Government's Decision and Tyler's Contentions

The Examiner held that McCloud was an unfair labor practice striker who was discharged because of his union activities as a lesson to other strikers and recommended that McCloud be reinstated by Tyler and compensated for wages lost in the interim. A. 20.

Tyler contends that McCloud's activities were neither protected nor concerted under the Act, and therefore the failure of the General Counsel to prove that Tyler discharged McCloud for his participation in other union activities warrants this Court's refusal to enforce the Board's decision. Further, Tyler contends that even if McCloud's actions were protected or concerted that his misconduct was of such seriousness as to warrant, in fact, to demand his discharge regardless of whether he was an unfair labor practice or economic striker.

⁴⁷Tyler submitted a sworn affidavit from Thomas as Appendix 6 to its Brief to the Board. Although the Board rejected said Appendix (A. 45, n.1), Tyler submits that it should be received and considered by the Court as it is relevant and material, was accompanied by President Warner's affidavit (which was accepted as evidence by the Board, ID.) which identified and authenticated it and stated the conditions under which it was presented. See Appendix 6.

⁴⁸District Attorney Coats and Polygraph Operator Hardy (both of whose testimony was first excluded by the Examiner, and

As a part in parcel of this contention, Tyler submits that the Examiner incorrectly applied the *Thayer*⁴⁹ "balancing" test in favor of McCloud.

c. Argument and Authorities

The burden of proof.

It is well settled in this Circuit and before the Board that where an employer has a good faith belief that a striker engaged in strike misconduct and discharges such striker based on that belief, that the burden shifts to the General Counsel to prove by a preponderance of the evidence that the employee did not in fact, engage in such misconduct. *Dallas General Drivers v. NLRB*, 389 F.2d 553, (D.C. Cir. 1968).⁵⁰

This principle applies even though the employee may be an unfair labor practice striker. *Dallas General Drivers, supra*; *Wichita Television Corp., Inc.*, 122 NLRB 222 (1958), enf'd 277 F.2d 579 (10th Cir. 1960)

then admitted when the Examiner reversed his ruling) were disinterested witnesses testifying in response to Board subpoenas. Their testimony corroborated that of Thomas and Crow. In addition, Counsel for the General Counsel injected the results of the polygraph test on cross-examination of Hardy, and made him thereby the Board's witness on such matter. The General Counsel is thus bound by this corroboration of Crow and contradiction of McCloud. Despite this fact the Trial Examiner erroneously ignored Coats', and Hardy's testimony and based his entire decision on the contradicted testimony of McCloud. See A. 672-695.

⁴⁹213 F.2d 748 (1st Cir. 1954).

⁵⁰At 554 the Court stated:

"We conclude that the Board and the Trial Examiner correctly stated the law in ruling that the burden of proving innocence of strike misconduct shifted to the General Counsel upon proof of a good faith belief by the employer that such misconduct had occurred.

See also: *Kennecott Copper Corp.*, 121 NLRB 801 (1958); *The American Tool Works Co.*, 116 NLRB 1681 (1956); *Tidewater Oil Co.*, 145 NLRB 1547 (1964); *Rubin Bros. Footwear, Inc.*, 99 NLRB 610 (1952).

cert. den. 364 U.S. 821.

Based on the information known to Tyler at the time of McCloud's discharge it is clear that Tyler had a good faith belief that McCloud had engaged in serious misconduct. A. 17-19, 514-515, 533, 735, 958-965, Appendix 6.

Thus, Tyler respectfully submits that it is against this "preponderance of the evidence" burden of proof that this Honorable Court should review the Government's decision and not the traditional rule of *Universal Camera Corp.*, 340 U.S. 474 (1951).

Unprotected nature of McCloud's activity.

In the first place, Tyler submits that the Board's ruling was erroneous as General Counsel failed to overcome the Company's good faith belief of misconduct by proving by a preponderance of the evidence that McCloud's conduct was concerted and/or protected activity under the Act. *Kennecott Copper Corp.*, *supra*; *Nashville Corp.*, 94 NLRB 1567 (1951). Accepting fully the Examiner's findings and McCloud's testimony, it is clear that:

"The incident in which [McCloud was] involved did not occur on the picket line, but on a public . . . [highway] at some distance from the plant. It consisted of an attempt, while intoxicated, to provoke an altercation with persons . . . on their way . . . [from] work . . ." *Nashville Corp.*, *supra* at 1570.

McCloud's attempt to provoke an altercation and its occurrence "at a place some distance from the picket line" is uncontradicted. Unlike the strikers in *Nashville*, who probably ran into the non-strikers by coincidence rather than design, McCloud intentionally and

purposefully left the picket line to "go after" Crow and Thomas. McCloud attempted to provoke, and in fact invited, an altercation with Crow, and what is more he gravely endangered the lives of Crow and Thomas.

Therefore, Tyler submits that the preponderance of the evidence⁵¹ does not support a finding that McCloud's actions were either protected or concerted under the Act and, consequently, the Government's finding must fall.

Even if protected and concerted—discharge valid

No amount of speculating about the desire of the Company to rid itself of McCloud can detract from the Examiner's findings, the admissions of McCloud and the stipulations in the record⁵² which conclusively show in and of themselves that McCloud engaged in serious misconduct. He precipitated a name calling affair, then an auto chase on a public highway, and finally, an invitation to settle the dispute by violence, which, fortunately, went unaccepted by Crow.

When McCloud called both Crow and Thomas "scabs" he used a term known to express the ultimate

⁵¹It is significant to note that McCloud's rider, Williams, who witnessed the entire incident, was not called to testify.

⁵²General Counsel stipulated that "Mr. McCloud was discharged for what the Company alleges was *misconduct during a strike which began about August 16, and ended about August 23.*" A. 86. In expanding on this stipulation, General Counsel contended, "MR. ECKHARDT: Mr. Examiner, it is our contention that he was also not only fired for his misconduct on the picket line, but also for his active role in the union." A. 90. Thereafter, the following interchange took place. "TRIAL EXAMINER: You have got a good stipulation and now you want to get out of it. MR. ECKHARDT: No, in other words, I just wanted — well, I will ask the witness a question. A. 90. "MR. ECKHARDT: I will endeavor to cut the issues short. As to the stipulation, I don't withdraw from the stipu-

in contempt for fellow employees.⁵³ This term was used — not discreetly — but over a loud speaker system to publicly berate, embarrass, and humiliate Crow and Thomas, who had done nothing to provoke its use except leaving the premises after performing their work.

After being called a "scab" over a public address system, it is no wonder that Crow responded as he did. At this point in the affair, it was simply a matter of an exchange of "abuse language" as the Examiner repeatedly characterizes the *whole* affair. It became far more serious when McCloud refused to break off the engagement at the name-calling stage but, still pursuing his role as the aggressor, chased Crow down the highway for the declared purpose of engaging Crow in physical altercation to "see who the stupid son-of-a-bitch [was]." This, coupled with the fact that McCloud drove his car in such a fashion as to make it appear to Crow that McCloud was repeatedly trying to run

lation." (Emphasis added) A. 91. The case was thereafter tried based on these stipulations. In spite of such stipulations that McCloud was allegedly discharged for his "misconduct during the strike." The Examiner thus scaled down the charges against McCloud and concluded, without authority, that it was a discharge merely for "use of abusive language." A. 19.

⁵³The term "scab" has been judicially recognized as strongly provocative. In *Caterpillar Tractor Company v. NLRB*, 230 F.2d 357, 358 (7th Cir. 1956), the Court said:

"... Perhaps no greater disruptive force can be found in the field of labor relations than that innate in the application of the term 'scab' to one employee by his fellow workman. The term, when applied to one embraced in a labor group, bears an inescapable connotation of opprobriousness and vileness commonly recognized by all members of modern American Society. As we said, in *NLRB v. Aintree Corp.*, 7 Cir., 135 F.2d 395, 397. "Probably no words are more insulting to, or arouse keen resentment more promptly in, an employee than to call him a 'scab' ". (Citing Authority) (Emphasis added).

him off the road, as the Examiner found, indicates the hazardous nature of the affair. While the Examiner credited McCloud that he did not intend to run Crow off the road, subjective intent cannot detract from or minimize McCloud's overt actions. In short, the hazardous and reckless way McCloud drove was recognized by the Examiner in his crediting Crow's testimony as to how McCloud drove and the fear it instilled in the minds of Crow and Thomas. A. 20.

What further events would the Examiner have occur before he would agree that such misconduct can be punished by discharge? Must Crow stop and get into a brawl with McCloud, which might involve the additional man riding in each car? Must the Company wait until McCloud repeats his conduct with yet other employees, who might accept his invitation and pull over and settle the issue with him? The Trial Examiner, would apparently have the Company wait until actual violence was inflicted upon someone, before it could take action against the man who was precipitating the problem. Surely this is not the state of the law, as was said in the *Caterpillar Tractor Company* case, *supra*, the Company is ". . . under no compulsion to wait until resentment piled up and the storm breaks before it can suppress the threat of disruption by exercising its right to enforce employee discipline."⁵⁴

The Board erred here in failing to see through the veneer of the Examiner's unwarranted belittling of the seriousness of the event and continuous characterization of McCloud's discharge as one for "use of abusive language." Both miss the point, McCloud was discharged for using abusive language, ". . . under circum-

⁵⁴To the same effect, see *Fabri-Tek, Inc. v. NLRB.*, 352 F.2d 577 (8th Cir. 1965).

stances reasonably calculated to provoke a breach of the peace," GCX 10 and constituting a threat to the physical well being of at least four persons. In fact, The Examiner's finding that McCloud's acts warranted disciplinary action less than discharge belies the frailty of this conclusion. A. 19.

The National Labor Relations Act, Section 10(c) provides:

"No order of the Board shall require the reinstatement of any individual as an employee who has been suspended or discharged, or the payment to him of any back pay, if such individual was suspended or discharged for cause." (Emphasis added).

The Courts and the Labor Board have steadfastly upheld discharges of strikers who engage in violence or serious threats thereof. *Dallas General, supra*; *NLRB v. Sutphin Company — Atlanta, Inc.*, 373 F.2d 890 (5th Cir. 1967); *NLRB v. Thayer Co., supra*; *NLRB v. Kohler Co.*, 300 F.2d 696 (D.C. Cir. 1965); *Quality Limestone Products, Inc.*, 153 NLRB 1009 (1965); *Tidewater Oil Co.*, 145 NLRB 1547 (1964); *Philip Carey Mfg. Co.*, 140 NLRB 1103 (1963).

The misconduct was found by the Examiner and admitted by McCloud. The Examiner found that it warranted disciplinary action, but second-guessed Tyler as to the type of discipline used. This, the Examiner was not entitled to do.

Indicative of the Examiner's attempt to shore up his decision with obvious irrelevancies,⁵⁵ was his empha-

⁵⁵The Trial Examiner made a great point of the fact that the Company's Industrial Relations Director accompanied Crow to the Sheriff's office the morning after the incident. The Trial Examiner completely ignores the uncontroverted fact that Crow,

sis on Tyler's knowledge of McCloud's union activities. Reliance on this fact is almost ludicrous. This was

on his own, immediately after the incident occurred, went directly to the Sheriff's department to file a complaint against McCloud before he ever spoke with any official of the Company where he would have filed a criminal complaint against McCloud had there been anyone at the Sheriff's department to accept the charge. A. 513, 518, 541. The Trial Examiner further ignores the fact that the conference between Crow and McKie the morning after the incident was initiated by Crow and at that time Crow merely wanted to know whether or not it might get the Company in trouble if he were to file charges against McCloud. A. 534. Further, the record clearly indicates that at no time did any official of the Company suggest that Crow file a criminal complaint against McCloud. A. 516, 533.

The Trial Examiner also prejudicially mentioned the fact that McCloud was subsequently tried before a jury and found not guilty of the charge. A. 18-19. The Company submits that the admission of General Counsel's exhibit 9 by the Trial Examiner was reversible error on its face as a not guilty verdict in a criminal proceeding is not admissible in evidence as proof in a later proceeding that the charged party did not do the charged act.

"In this connection it is held that prior acquittal is not admissible in evidence to establish the truth of the facts on which it was based. An acquittal in a criminal prosecution that is not admissible in favor of the accused in a civil action to prove that he was not guilty of the crime with which he was charged." 30 *Am. Jur. Judgments*, Sec. 474 at 514.

Further, The Trial Examiner's admission of General Counsel exhibit 9 was made even more prejudicial to the Company as he rejected the Company's offer to prove by one of the jurors who sat in the criminal case that the members of the jury felt that McCloud was guilty as charged, but in their opinion he had been punished enough inasmuch as he had lost his job. A. 567.

The Trial Examiner also erroneously relies on the fact that Tyler discharged McCloud, but retained Crow on the payroll A. 19. Such an inference was clearly improper as the law establishes that where even unfair labor practice strikers are engaged in serious misconduct the mere fact that one striker is retained while the other is discharged does not amount to condonation of the discharged striker's misconduct. *Longview Furniture Co.*, 100 NLRB 301 (1952). See also, *Trailways of New England, Inc.*, 160 NLRB 509 (1966).

not a case where "Company knowledge" is in dispute. Tyler knew that McCloud was active in behalf of the Union just like it knew that the several hundred other strikers favored the Union. The point is that all strikers but McCloud were reinstated after the strike, obviously indicating that Tyler had some reason other than McCloud's union activities for terminating him.

It was the Examiner's function to decide whether the disciplining of McCloud was discriminatorily motivated not to act as arbitrator to decide if the discipline used was appropriate. If the Examiner decided discipline less than discharge was warranted, as he in fact did, he *a fortiori* admitted that the use of such lesser discipline would not have been illegal. The fact that Tyler chose stronger discipline was not a proper concern of the Examiner. His function was to judge the right to discipline, not the method used. Once he decided Tyler had the right to discipline McCloud his function was fulfilled — he could not then substitute his judgment for Tyler's as to what disciplinary measures should be used. As the Fifth Circuit said in *NLRB V. McGahey*, 233 F. 2d 406 at page 413:

"... but as we have so often said: Management is for management. Neither Board nor Court can second-guess it or give it general guidance by over the shoulder supervision. Management can [discipline] . . . for good cause, or bad cause, or no cause at all. It has, as the master of its own business affairs, complete freedom with the one specific definitive qualification: It may not [discipline] . . . when the real motivating purpose is to do that which section 8 (a) (3) forbids."

The Examiner's finding that some form of discipline was warranted conclusively and concisely obviates the error of the Board's reinstatement order.

It is patent from the Examiner's opinion that if the strike were an economic strike he would have upheld the discharge. He stated that possibly, some other lesser form of punishment may have been in order as a result of McCloud's conduct and "in arriving at this conclusion I am also mindful of the Board's 'balancing' doctrine as expressed in *Quality Limestone Products, Inc.*, which grows out of *NLRB v. Thayer Co.* and *NLRB v. Kohler Company.*" A. 19-20. He went on to say that McCloud was an unfair labor practice striker and that the public interest warranted an order of reinstatement.

Thus, in the event the Board's certification is voided by the Fifth Circuit, McCloud will be an economic striker without the benefit of the "balancing" doctrine. In that event, Tyler respectfully submits that the Court should refuse to enforce this portion of the Board's order.

Even in the event it is determined that the strike was, in fact, an unfair labor practice strike, McCloud's misconduct tips the "balance" in favor of Tyler.

In *Kohler, supra*, this Honorable Court remanded this case to the Board with instructions to apply the *Thayer* doctrine. In that case, the Board had not based its decision on Section 10(c) of the Act and this Court felt that it could disregard such section for purposes of application of the *Thayer* doctrine to that case.

Upon remand of the *Kohler* case, the Board took note of the pre-strike provocations committed by Kohler which "created the climate of desperation and fear among its employees." Too, this Court will recall its comments with regard to *Kohler's* grossly illegal con-

duct which it described as "more typical of a by-gone era," which included evicting strikers from Company owned homes.⁵⁶

This is clearly not a case where the employer has engaged in the wholesale flagrant illegal conduct typical of a by-gone era. Tyler was merely engaged in a good faith challenge of the Board's certification through the only legal means available to assert such challenge, by refusing to bargain with the Union. It reinstated all strikers except McCloud who as the record shows was the single individual who engaged in threats and attempts to carry out violence.

Turning to the other side of the scale, it is extremely significant that McCloud's acts were not directed toward a Company official or at Company property but was against a fellow employee.⁵⁷

⁵⁶In applying the *Thayer* doctrine, the Board on remand, refused to reinstate those strikers who engaged in assaults and threats toward non-strikers and their families. The Board said:

"However, here, unlike other aspects of misconduct we have heretofore considered we must conclude that the foregoing acts of violence or threats of violence engaged in or uttered by the above-named strikers outweigh the Company's unfair labor practices. In arriving at this conclusion, we are persuaded that unlike the unprotected conduct hereinabove considered, the above certain nonstrikers and job applicants as well as the threat of violence directed toward the family of a nonstriker, though probably in part provoked by the Company's flagrant unfair labor practices were also in part of the product of *personal* vindictiveness or grievances." (Emphasis added). 148 NLRB 1434

⁵⁷The cases appear to distinguish between aggravated conduct toward the Company in retaliation for the Company's unfair labor practices and aggravated conduct toward fellow employees. The case of *Raingaire Corp.*, 157 NLRB 682 (1966), involved an unfair labor practice strike. The Board found that verbal abuse of a management official was not unlawful because of the Company's unfair labor practice but an unprovoked attack on a truck driver attempting to bring materials through the picket line barred reinstatement.

In the *Oneita Knitting Mills*, 375 F.2d 385 (4th Cir. 1967) case, the Court dealt specifically with incidents of violence occurring on the public highways. There, several unfair labor practice strikers were denied reinstatement because they followed a non-striking employee, away from the plant and threw eggs and other objects at his car. The Court noted:

"The McKenzie incident of August 14

Vivian McKenzie, a non-striker, testified that on August 14, 1963, while driving on her way to work, he was followed by a creme colored vehicle for about one and one-half miles. As she entered town, two eggs were thrown from this car but neither struck her car. She further testified that while she did not know who threw the eggs, she observed Yvonne West in the car. West, a striker, categorically denied egg throwing. The examiner felt that McKenzie had properly identified the vehicle and that the incident had occurred, but stated that on the strength of West's denial (she) should be reinstated. With this conclusion we disagree. Proof of West's misconduct need not be predicated on the fact that she actually threw the eggs, for in furnishing transportation for those who did she was equally culpable. . . . *The following of the McKenzie vehicle in the circumstances is the type of misconduct which has an effect of intimidating the non-strikers. Engaging in the throwing of eggs or other objects at a moving automobile upon the highway is both criminal and dangerous. For these reasons the Company was justified in refusing re-*

instatement to Yvonne West." *Supra* at 391.
(*Emphasis supplied*)

Other unfair labor practice strikers were denied reinstatement because they followed non-strikers proceeding down the highway in their automobiles and threw eggs at them and consistently shouted obscene remarks and epithets at the non-striking employees.

The Court held:

"We conclude that this misconduct which was calculated to intimidate the non-strikers and which was inherently dangerous in that it involved the obstruction of a public highway, provides adequate support of the denial of the reinstatement of West and Long." *Supra* at 392
(*Emphasis Supplied*)

The analogy of *Oneita* to the instant case is clear and strongly supports Tyler's contentions that the Board and the Examiner misapplied, if in fact they did apply, the *Thayer* doctrine in favor of McCloud.

In summary, Tyler respectfully submits that General Counsel failed to meet its burden of proof and that McCloud's misconduct justified his discharge regardless of the nature of the August 16-23 strike. Therefore, Tyler respectfully submits that this Court should refuse to enforce the Board's order.

6. *Substantial evidence on the record as a whole does not support the Board's finding that the Company's general wage increase and shift differential of June 12, 1966, violated Sections 8(a) (5) and (1) of the Act.*

a. The Trial Examiner and Board's Decision

The Trial Examiner and the Board found that Tyler's

unilateral general wage increase and institution of a shift differential on June 12, 1966, was a part of Tyler's continuing refusal to bargain and violated section 8(a) (5) of the Act. A. 22, 23, 48.

b. Effect of Fifth Circuit Decision

If the Board's Certification of the Union is ultimately overturned by the Fifth Circuit, there is no doubt that Tyler's June 12 general wage increase and shift differential were not violative of section 8(a) (5) as the Company had no obligation to bargain with the Union at the time the increase was instituted.⁵⁸ With this conclusion the Trial Examiner specifically agreed. A. 22.

Tyler submits, however, that even if the Board's certification is upheld by the Fifth Circuit, its June 12 increases and shift differential were not violative of Section 8(a) (5) of the Act.

c. Facts and Circumstances Surrounding the Increase

By letter dated June 6, 1966 John A. Warner, Tyler's President, wrote William A. Lazzerini, President of the Union, as follows:

"Dear Mr. Lazzerini:

It is the Tyler Pipe & Foundry Company's intention to institute an across-the-board general wage increase of six cents (6c) per hour and to institute a shift differential of six cents (6c) per hour on all hours worked between 6:00 p.m. and 6:00 a.m., these changes to be put into effect the week beginning June 12, 1966.

⁵⁸See note 2, *infra*. Further, if the Union's Certification is voided there is no basis upon which the Board's decision can be enforced as the record is totally devoid of any evidence establishing that the increase and differential constituted independent violations of section 8(a)(1).

If you have any questions or objections concerning this matter, please contact one of our attorneys, Mr. Glenn Greene, Jr., 501 City National Bank Building, Miami, Florida.

Sincerely yours,
John A. Warner" A. 1010

By letter dated June 10, 1966, to John A. Warner, Lazzerini confirmed the receipt of Warner's letter of June 6, 1966, made no objection to the wage increase and affirmatively stated:

"Dear Mr. Warner:

I have received your letter of June 6, 1966 concerning the token increase of six cents (6) per hour and the six cents (6) per hour shift differential Tyler Pipe & Foundry intends to give its employees beginning June 12, 1966.

It is indeed gratifying to learn that even though the Company continues to refuse to negotiate a meaningful wage increase and contract with the International Molders and Allied Workers Union, the Union's mere presence in Tyler is influencing the Company to treat its employees a little more decently.

Very truly yours,
Wm. A. Lazzerini" A. 1011.

d. Argument and Authorities

The Trial Examiner held that Tyler's notice to the Union and the Union's answer did not relieve the Company of its duty to bargain with the Union concerning the increase and shift differential. A. 21-22.

Tyler withheld the wage increase until it received an answer from the Union. Said answer was worded so that there is but one conclusion to be drawn there-

from: The Union not only had no objection to the increase but was gratified to see it. Lazzerini's at least tacit agreement with Tyler's proposed action being clear, Tyler proceeded with the changes. That the Union considered itself to have agreed to the changes, or at least acquiesced thereto, is abundantly clear by the fact that the Union did not object to the changes nor did it request bargaining concerning same.⁵⁹

Tyler submits that under the circumstances it was legally entitled to make the increases and institute the shift differential after receipt of Lazzerini's reply, as the Union clearly had prior knowledge of and agreed to, or at least acquiesced in, said action. *Lloyd F. Richardson, Sr.*, 109 NLRB 136 (1954); *Frohman Mfg. Co.*, 107 NLRB 1308 (1954); *Allis-Chalmers Mfg. Co.*, 106 NLRB 939 (1953); cf. *Lawn-Boy Division of Outboard Marine*, 143 NLRB 535, 544 (1963).

The situation here is virtually identical to that in *Frohman Mfg. Co.*, *supra*, where the Board held:

"Unilateral wage increases; The Trial Examiner found that from October 19, 1951, through February 1952, Respondent unilaterally granted 80 wage increases ranging from 5 to 15 cents an hour, about 25 of these increases being granted on February 4 or 11, 1952; and that

⁵⁹At no time prior to the hearing of this cause did the Union relate to the Company any objection to the June 12th increase. In fact, the legality of the wage increase was first raised at the Trial of this cause when it was made a part of the Consolidated Complaint dated January 14, 1967. None of the five unfair labor practice charges filed by the Union even referred to or mentioned the June 12th wage increase or shift differential nor were they raised in the investigation of these charges by the Sixteenth Regional Office. Neither did the original Complaint issued herein on October 26, 1966, nor the January 9, 1967 amendment thereof allege the illegality of such increase. (See A. 700, 702, 708, 995-998.)

more than 100 additional increases were granted between March 1 and July 1, 1952.

The Respondent contends in its brief before the Board, as it did in its brief to the Trial Examiner, that the above wage increases *were not unlawful because the Union acquiesced therein*. The Trial Examiner made no findings whatsoever with respect to this contention.

Merit increases were given from October 1951 to January 29, 1952, *admittedly with the knowledge of and without protest by, the Union. . . . [N]o protest was made by the Union until the hearing in the present case in March 1953. The Board has previously held that if a union acquiesces in unilateral wage action by an employer, such unilateral conduct does not constitute a refusal to bargain. Here, the Union had full knowledge of the wage increases granted by the Respondent. By its failure to protest the Respondent's conduct until the time of the hearing, we are of the opinion that the Union acquiesced therein and that such conduct by Respondent was therefore not a refusal to bargain.*" *Id.* at 1314-1315. (Emphasis supplied.)

Even under the Trial Examiner's decision the Company's obligation to bargain was no greater than was the employer's in *Frohman*. As in *Frohman*, the Union had prior knowledge of the wage increases and shift differential to be granted by the Company and failed to object thereto until the time of the instant hearing, more than 6 months after the effective date of the increase. Additionally, here the Union wrote Tyler that it was "gratified" to learn of the increased benefits for the employees.

Tyler respectfully submits that Lazzerini's letter and the Union's subsequent failure to object clearly establishes the Union's agreement to, or intentional acquiescence in, the changes in question and warrants this Court's refusal to enforce this portion of the Board's order.⁶⁰

C. MISCELLANEOUS 8(a) (1) VIOLATIONS

1. *The No-Solicitation Rule was valid and not*

⁶⁰Additionally, Tyler submits that the Court should review the Board's conclusion in light of its effect on an employer's rights and employees' economic plight pending appeal. To uphold the Board would mean that every employer who in good faith attempts to have a Board certification review is left with a "Hobson's choice" between withholding any increase in employee benefits pending his appeal or taking the imminent risk of a clear, *per se* violation of the Act. Failure to make increases during an appeal period (Cases of this nature often take up to four or five years from the Union's appearance on the scene to a final decision) not only adversely affects an employer's ability to attract and retain new employees but also to retain present employees. On the other hand, making the necessary changes to keep the employees' wages and benefits competitive and in line with the cost of living makes an employer who honestly believes the Union's Certification to be invalid but was ultimately found to be in error, a constant and flagrant violator of the law and forever labels him in the mind of the government bureaucracy as one who "rejects the principle of collective bargaining."

Although such an employer is severely restricted in the operation of his business, it is the employee who is unjustly punished. One need only to review the spiraling rise of the cost of living index to see the adverse effects of an employer's being forced to maintain the *status quo* during such an appeal. Irrespective of the legal technicalities, the actual result of the Board's doctrine is to subject the innocent employee with the real possibility of economic stagnation while the government, the Union, and the employer "fight it out." The irony of the Board's doctrine is particularly emphasized by the fact that the Union, who is charged with the obligation of representing the employees, is left with the absolute veto power as the legality of any beneficial change turns on the "yea" or "nay" of the Union.

Tyler respectfully submits that under these circumstances

discriminatorily enforced and there is no substantial evidence in support of the Board's finding that the Company violated Section 8(a) (1) by unlawfully prohibiting solicitation or distribution of union literature.

a. Statement

Respondent had, for many years, a no-solicitation rule. The one in effect since early 1965 read:

**"NO-SOLICITATION RULE AT TYLER PIPE
& FOUNDRY COMPANY**

No persons not in the employment of this company are allowed to solicit this company's employees or anyone else on company time or property for any reason.

No employee will be allowed to solicit for any reason while he is on the job. This rule applies only to actual working time, not to break time, lunch time, or before or after work. All types of solicitations on company time are prohibited by this rule, including solicitations in behalf of or in opposition to any labor organizations. Anyone who violates this rule and who thereby neglects his own work or interferes with the work of other employees will be subject to discharge." A. 1013.

there is a distinction between unilateral changes that adversely affect employees and those that are beneficial. This distinction should be recognized, and therefore, the Company respectfully submits that this Court should refuse to enforce the Board's order and establish the principle that unilateral increases in wages and fringe benefits pending a circuit court review of a Board certification are not violative of section 8(a)(5) of the Act.

It is well established that this rule is valid on its face.⁶¹

b. A. C. Smith

The complaint that the no-solicitation rule was discriminatorily applied relates to and is enmeshed with issues surrounding Arthur Smith. Smith quit his job on February 28, 1966. Since the Trial Examiner found that the 10(b) limitations period had run from the six months preceding the amended charge No. 16-CA-2782 of September 12, 1966, rather than the original of such charge dated August 23, no conduct existed which could be the basis of a violation when Smith had resigned on February 28. Even if the 10(b) period dates from August 23, 1966, however, the Trial Examiner nevertheless held that Smith voluntarily quit on February 28, 1966, and such quitting was not the result of a discriminatory application of the no-solicitation rule. A. 32-33.

General Counsel has failed to show any evidence that Respondent discriminatorily applied, enforced or promulgated the rule at issue against A. C. Smith.

The record shows that virtually every one of the General Counsel's witnesses testified that he or she wore a union button. See e.g., A. 60, 175-177, 199-201, 226-228, 253-254, 327, 330, yet no disciplinary action was ever taken by the Company against those employees for wearing union buttons, all of which further shows that the Company did not seek to discriminate against employees because of their participation in union activities. Smith in fact testified that from December 1, 1965, until he left Respondent's employ, he regularly passed out union literature and handbills and posted the week-

⁶¹*Stoddard-Quirk*, 138 NLRB 615, (1962); *Walton Mfg. Co.*, 128 NLRB 697, (1960); *Republic Aviation Corp. v NLRB*, 324 U.S. 793 (1945); *Campbell Soup Co. v NLRB*, 380 F.2d 372 (5th Cir. 1967).

ly notices of union meetings during lunch time and breaks. A. 61-62. This, permitted by the Company, was within the permission granted by the written rule, and no reprimand was ever issued to Smith.

c. Clifton McCloud

The Trial Examiner found an 8(a) (1) violation had been committed by Respondent by and through its supervisor, Tommy Wyatt, in discriminatorily applying the Company's no-solicitation rule to Clifton McCloud. A. 33-34. The Board affirmed.⁶²

There is no proof in the record that Wyatt ever told McCloud that the latter could not solicit on his own time. Thus the burden of proof as to the charge against Wyatt has not been met. *Canton Cotton Mills*, 148 NLRB 494, (1964). Moreover, the record is replete with instances where the Company did in fact allow union activity on non-working time elsewhere on the premises. As to McCloud, no penalty was invoked, no action was taken as to solicitations on non-working time. Con-

⁶²Clifton McCloud testified that he freely solicited for the Union on his break time and lunch time both before and after the strike of May 1966, A. 102-106, 144-224; that Tommy Wyatt came to McCloud's work station and said that Vito Fallacaro wanted McCloud in his office. This was somewhere around July 20, 1966. Present at this meeting were McCloud, Fallacaro and Wyatt. McCloud testified, in substance, that he was told by Vito Fallacaro not to pass out union literature or handbills on Company property at any time including working hours and lunch breaks. A. 105-106. There is no evidence in the record that Tommy Wyatt made any statements regarding the no-solicitation rule without limiting such warnings to the work time of the particular employee involved while on company property. The only evidence in the record concerns the reported testimony of Vito Fallacaro, who is not charged with any violation of the Act. McCloud did testify that approximately one week later he was again called by Tommy Wyatt for a conference, and Wyatt asked McCloud if McCloud could remember the previous conference and reminded McCloud that he was not to solicit on company property. A. 173.

sequently, even if Wyatt was in error it was wholly without authority and directly contrary to the management's *written no-solicitation rule* which remained posted at all material times, and, as such, constitutes a mere isolated instance contravening the established company policy regarding solicitation, and wholly insufficient to convict the Company of a real violation of the Act.

Therefore, Respondent submits that General Counsel has failed to prove a case establishing that Respondent's presumptively valid no-solicitation rule was discriminatorily enforced or applied.

d. Raymond Bickerdike

The Trial Examiner found an 8(a) (1) violation had been committed on August 23, 1966 by James Stewart, a Tyler supervisor, when he told Raymond Bickerdike not to solicit at any time while in the plant. A. 279-280. This conversation followed Bickerdike's return from a strike. Bickerdike was also told by Stewart at that time that he had the right to strike but that the Company had some rights, too, and they wanted a day's work. A. 280. Bickerdike stated that he told Stewart that if anyone talked to him about the Union he would talk back regardless of when it was. A. 282. There was no proof that Bickerdike was ever penalized for talking about the Union.

In light of the circumstances, and that Bickerdike was admittedly told he had the right to strike; in view of the fact that Bickerdike was never penalized or disciplined for his Union activity; in view of the fact that Bickerdike replied he would continue to talk to anybody about the Union regardless of when it was, and because of the fact that such instructions on the part of Stewart were clearly contrary to Tyler's written

rule, this incident was clearly an isolated case and not an impediment to the employee's rights under Section 7 of the Act.

2. *The Board's decision that J. W. Gresham was not under the circumstances an agent of the Company is supported by substantial evidence on the record as a whole.*

a. Statement of Facts

Employee, Joe Smith, testified that about August 18 or 19, 1966 he along with other employees was engaged in a strike against the Company and was walking the picket line at the plant with an employee named Ashcraft. Both men were carrying picket signs. Gresham approached the men and told Ashcraft that if Ashcraft got one payment behind on his car, it would be taken away. A. 287. Smith further testified that the incident occurred on Ashcraft's first day on the picket line and that Ashcraft did not walk the picket line after that. A. 288.

J. W. Gresham is the Credit Association Manager. A. 366. The Credit Association does business under the laws of the State of Texas and has a separate office, separate stationery and office supplies paid for by the Association. Mr. Gresham was selected by the members of the Association and the Company does not have the authority to remove Gresham from his job. A. 368. The Credit Union also pays the Respondent rental for the office used by it. The Credit Association is a regular chartered credit association with the Banking Commission. A. 369. Gresham prepares the information necessary for the Credit Committee to approve loans to employees. A. 431-432.

b. Board Decision

The Board reversed the Trial Examiner's holding, that Gresham, as credit manager, was an agent of the Company and refused to impute his conduct to the Company.⁶³ A. 47.

c. Argument and Authorities

The Board's decision is supported by the substantial evidence on the Record as a whole. J. W. Gresham was neither a supervisor of Company nor an agent under the terms of the Act, and Company is in no manner responsible for the J. W. Gresham incident.

The employee credit union was incorporated under the laws of the State of Texas and is a separate entity from Tyler Pipe and Foundry Company. It operates with its own funds, makes loans to employees, and is operated independently of Tyler Pipe and Foundry Company. R. 582, 583.

In assisting the Credit Union, the Company advances J. W. Gresham's salary. However, as the Trial Examiner found, "It is true that the Company is compensated by the Credit Union for use of its premises and for Gresham's salary." The Credit Union is owned and operated by the employees themselves. The employees work in the plant. The Credit Union established its office in close proximity to the employees on a bona fide lease basis. A. 367-369.

There is simply nothing in this record to show that Gresham is either an employee, supervisor or agent of the Company. The Board properly held that Gresham

⁶³The Trial Examiner found that Gresham's statement constituted a violation of Section 8(a)(1) of the Act and that the Company was accountable for his conduct since he was "so closely identified with management," although "not an active supervisory employee." A. 34.

was not, nor had he been held out as, an agent of the Company. Moreover, there is no evidence in the record which would show the basis of a just cause for belief that Gresham was acting on behalf of Tyler Pipe and Foundry Company. In fact, all the evidence in the record showed that the Company had no control over Gresham and could not even remove him from his job.⁶⁴

The proof shows only that Gresham told Ashcraft, a debtor of the Credit Union, that "you miss one payment on your car, we will take it." The manager of the Credit Union had the duty of any fiduciary to call attention of debtors to the fact that they had to meet their notes and their obligations to the Credit Union. It was purely in line with his duty as manager of the Credit Union. It had nothing whatsoever to do with Tyler Pipe and Foundry Company and could in no way be binding on the Company.

Whether Mr. Gresham's conduct was even violative of the Act is questionable. This Court should not reach that question, however, since Tyler Pipe and Foundry Company should not be held responsible for Gresham's statement to employee Ashcraft. Gresham cannot reasonably be regarded as a management spokesman or representative since he was not in a "strategic position to translate (to the employees) the policies and desires of management." *International Association of Machinists, Tool and Die Makers, Lodge 35, v. NLRB*, 311 U.S. 72, 78-80, 85 L.Ed. 50, 61 S.Ct. 813 (1940). The fact that Gresham's interests may be identified with management *insofar as the Union is concerned* does not make him an agent of the Company under the Act so as to

⁶⁴See *N.L.R.B. v. Russell Mfg. Co.*, 187 F.2d 296, (5th Cir. 1951).

render Tyler Pipe and Foundry liable for *his conduct*.⁶⁵ Consequently, under all of the foregoing, the Board's decision is supported by substantial evidence.

V. CONCLUSION

Tyler prays this Honorable Court to deny enforcement and set aside the Board's Order in the requested particulars objected to and designated by the Company and affirm the Board's Order in the particulars in which the Board ruled in favor of the Company.

Respectfully submitted, .

Glenn L. Greene, Jr.

W. Reynolds Allen

Suite 602
1201 Brickell Avenue
Miami, Florida

George E. Seay

Robert G. Mebus

OF COUNSEL:

Malone, Seay, Gwinn & Crawford
1410 Dallas Federal Savings Bldg.
Dallas, Texas 75201

ATTORNEYS FOR
TYLER PIPE AND
FOUNDRY COMPANY

⁶⁵See *Little Rock Downtowner*, 145 NLRB 1286, 1289, 55 LRRM 1156 (1964); *Superior Tool & Die Co.*, 132 NLRB 1473, 1385-1386, 48 LRRM 1536 (1961).

VI. CERTIFICATE OF SERVICE

I hereby certify that three copies of the foregoing Brief has been posted this date in the United States Mail, postage prepaid, to:

Honorable Marcel Mallet-Prevost
Assistant General Counsel
Office of the General Counsel
National Labor Relations Board
Washington, D.C.

Mr. Herbert S. Thatcher, Attorney
1009 Tower Building
Washington, D.C.

Dated this February 24, 1969.

W. REYNOLDS ALLEN

APPENDIX 1

TYLER PIPE AND FOUNDRY COMPANY

P. O. Box 2027

Tyler, Texas — 75702

Area Code 214

Phone UN 7-6111

Office of the President

September 15, 1965

Dear Fellow Employee:

As all of you know, a wage freeze has been put into effect on all merit increases and changes in fringe benefits from the time the union organizers' petition was filed. This freeze will remain in effect until this trouble is resolved one way or the other.

There has been some confusion as to just what was frozen and we thought it best to restate this matter once again.

The freeze applies only to merit increases, changes in fringe benefits and general wage increases. The wage freeze does not apply to automatic increases from base rate to job rate or to an increase brought about by promoting an employee from one job to another job that carries a higher rate.

If you have any questions concerning this matter,

please see your supervisor or Dave McKie in the Personnel Office immediately.

Sincerely yours,

TYLER PIPE &
FOUNDRY CO.

(Signed) JOHN A. WARNER
John A. Warner

JAW:js

Appendix 1 was attached as Appendix 2 to Tyler's Brief to the Board in support of its exceptions to the Trial Examiner's Decision.

It was accompanied by an affidavit from Tyler's President which clearly established its authenticity. General Counsel did not object to the inclusion of this Appendix as evidence. Neither did the Board reject Tyler's proffer. Thus, it is apparent that Appendix 1 is before this Court as evidence under 28 U.S.C. §2112 and §10(e) of the Act.

APPENDIX 2

EVEN ASSUMING A. C. SMITH'S CLAIM IS NOT BARRED BY SECTION 10(b), GENERAL COUNSEL FAILED TO PROVE THAT SMITH WAS CONSTRUCTIVELY DISCHARGED BY RESPONDENT IN VIOLATION OF SECTIONS 8(a) (1) AND (3) OF THE ACT.

A. C. Smith — Facts and circumstances surrounding his quitting.

A. C. Smith was employed by Tyler in March of 1963 as a fitter — assembler helper and continued in that position until 1964 when he became a trucklift operator A. 54-55. During that time he received a wage increase. A. 57-58.

In the spring of 1965 he was promoted to head of a crew of 8 employees, at which time he received a wage increase from \$1.94 per hour to \$2.00 per hour. A. 57-58. Although he was not a lead man, he was acting leadman when his supervisor, Clark Collins, was out of the area. A. 490. He maintained this position and authority up until the day of the cessation of his employment. A. 468-469.

Smith stated that he first began to engage in union activity around December 1, 1965. At that time he attended a union meeting, signed a card, and from that time forward wore 2 to 4 union buttons each day both while he was working and while he was off duty. A.

on Friday, February 25th, Smith had passed out some leaflets and information to one of his employees, Porter Cook, on company time, to be distributed among the plant employees. A. 458, 459.

Porter Cook, an employee for the past three years, testified that Smith had come over to him while he, Cook, was delivering tap fittings to the yard and putting them in the bends and asked him to pass out handbills for the Union. A. 499. Smith stopped Cook while he was working on the fork lift and handed him the handbills and told him to pass them out in the tapping room. Cook asked Smith at that time if the Company would say anything about it and Smith said, "No, just go ahead and pass them out. There won't be nothing to it." A. 499-500.

Cook then went into the plant and started laying the handbills on the machines of the employees and handing them to the men in the tapping room. William Nolan, a leadman in his department and acting foreman at that time, stopped Cook from passing out the handbills, and warned Cook not to do this on company time. A. 500, 503. Later, supervisor Hoppe talked to Cook and asked him who had given him the handbills and he told him Smith. A. 501.⁴

⁴At that time, Hoppe told Cook that it was against company policy to solicit for the union or for any other organization on company time. A. 502.

The following Monday, February 28, 1966, Hoppe called Cook and Nolan to come into the office. They discussed the handing out of the handbills on the previous Friday afternoon. Hoppe again told Cook that it was against company policy to

On the afternoon of February 28, around 2:00 or 2:30 in the afternoon, Jack Morris told Davis that from reports he had reason to believe that Smith had been soliciting on company time on Friday, February 25th. R. 839. He informed Davis about the January 27th conference with Smith concerning soliciting on company time and they read over the report in Smith's personnel file concerning said incident. A. 434-435, 460.

Morris told Davis that he felt that Smith was a good employee and that although he had gone over this solicitation matter with Smith before he wasn't sure that Smith really understood it correctly. A. 460.

Because Mr. David McKie, the Industrial Relations Director, was out of town at the time, Davis and Morris decided to discuss the matter with John Warner, President of the Company. A. 435, 460.

At the meeting in John Warner's office, Smith's future as a possible leadman in Tyler Pipe was discussed, and it was noted that Smith's job performance was good. Davis and Morris indicated that they would like to give him another opportunity to clear things up even though Smith had been previously warned that he might be terminated if he continued to solicit on be-

hand out handbills or any kind of literature on company time. A. 504.

At that time, Cook voluntarily completed a statement stating that he had handed out handbills on company time and that he had received the handbills from Smith who had given them to him on company time. Hoppe wrote it out, Nolan witnessed it and Cook signed it. A. 506. Cook was told that if this occurred again he would be terminated. A. 507.

half of the Union during company time. A. 474. It was decided that Smith would be given another chance, and that the solicitation matter would be reviewed with him again at a meeting to be held in Davis' office. A. 436, 460-461.

The meeting with Smith was held about 3:00 February 28th. A. 439.

After normal greetings and introductions, Morris asked Smith if he remembered the previous meeting back some time ago (January 27th) where he, Pike, and Collins had discussed the solicitation matter with him. Smith replied that he recalled part of that meeting. A. 436, 461, 486. Morris asked Smith if he remembered his talking about the soliciting and union activity on company time, and not on break time and lunch time. and Smith replied that he remembered. A. 437, 461. Morris then told Smith that the Company had reports since that time that Smith was still carrying on this activity during company time. A. 461-462. R. 895-896. Morris asked Smith, "Well, then, you were soliciting on company time?", and Smith replied, "I don't know. . . . I don't think I have." A. 438, 486. Morris

*Anytime there is a problem or offense serious enough for termination or consideration for termination, it is not unusual to have such a meeting. A. 436.

*Smith, Morris, Collins, Garwood Pike, and hourly employees Johnny Wood and Monty Dewberry, were present. The meeting was held in Earl Davis' office and Joyce Smith, a secretary, was present to take minutes of the meeting. A. 436. It was thought to be important to have rank-and-file employees present at the meeting as it seemed to be fairer than to have all supervisors ganged up around one employee. A. 475.

then said, "A.C., we are here to try to help you in every way possible, and not to hurt you. We want to be sure that you understand what you can do and what you can't do while you are on Tyler Pipe's payroll." A. 461, 462.

Morris informed Smith again about the no-solicitation rule, and told Smith that whatever he did on his breaks and during lunch time was strictly his business and that the Company had no control over it, however, that when he was on work time the Company expected him to work and not to carry on union solicitation. Smith said that he understood this. A. 437. Davis then spoke up and told Smith that he did not think Smith had interpreted the rule exactly right before, and that the Company did not expect its employees to come to work and not to talk to anybody about anything, but the Company did expect them to work on work time and if they had union business or were going to solicit for the Union that they could do that on their break time or lunch time, and that that was their business.⁷ A. 439, 487.

When the secretary returned with the notes on the meeting, Davis read them over and asked the people in the room if they would mind reading and signing them. Davis started passing the notes around page by page to everyone in the room and they all read them

⁷At that time, the secretary left the room to type the notes from the meeting. She was gone about 20 or 30 minutes and during that time, the group generally "shot the bull", talked about hunting and fishing and kidded each other about various things. Nothing was said to Smith concerning solicitation nor was the subject matter of the meeting discussed. A. 439.

and everyone but Smith signed the statement. A. 68, 440.

Davis told Smith that he could sign the statement all the way across the page so that he could be sure that it wasn't changed, and Smith told Davis that he wasn't going to sign the statement. A. 69. With that Davis signed the notes all the way across the page, dated them, and everyone got up, shook hands and went back to work. A. 440.

Later on that same day, after the meeting in Davis' office, Morris told Clark Collins that he would like to talk to him and Smith down in the south yard and that he would be right down there. A. 491.

On the morning of February 28th, it was brought to Morris' attention that on Friday, February 25th, Smith

•Smith's testimony as to what occurred at this meeting was somewhat different from the testimony of Earl Davis, Jack Morris and Clark Collins. A. 66, 69. However, it is significant to note that the Company's Exhibit No. 5 was introduced into evidence as the minutes of the meeting on February 28th. Said minutes do contain the signature of Earl Davis and the date of February 28th, 1966, all the way across each of the three pages. The minutes were signed by five witnesses, Wood, Dewberry, Pike, Morris and Davis, who were all at the meeting. At the hearing, Smith read the minutes, and testified that as far as he could recollect the questions and answers appearing in the minutes were those questions asked him at that time and were those answers made by him to those questions. He further testified, that to the best of his knowledge what was contained in the minutes was what occurred at the meeting. A. 79-81. Tyler would respectfully request the Court to pay particular attention to the language of the Company's Exhibit No. 5 as it reflects what occurred at the meeting and not the recollections of the participants some ten months later. A. 1001-1004.

had missed several items of material that should have been shipped out to the customers. A. 1027.⁹

In checking orders to be sure that material was shipped, Smith had failed to pick up 6 items on Friday, and as a result the items did not get shipped to the customer on time. A. 463.

Collins saw Smith in the yard using the telephone, and told him that Morris wanted to talk with the two of them about the shortage that had occurred on Friday. A. 491. Morris came into the office where Smith and Collins were. He talked to Smith about his job performance. A. 463. He asked Smith what the problem was, and Smith said that he didn't know but that he just couldn't find some of the things. Morris reminded him just how important it was to get the material on the trucks to the customers at the proper time. Collins testified that all of a sudden, Smith said, "Well, I guess I'll just quit." Morris said, "A.C., do you mean that?", and Smith said "Yes, sir. I guess I'll just quit." Morris then said, "Now you know you don't have to do that," and A. C. said, "Well, I want to quit."¹⁰ A. 492.

⁹He did not talk to Smith about his job performance at the meeting in Davis' office, because a man's job performance is not ordinarily discussed in front of a big group of people as it is a matter between the employee and his supervisors. A. 470. Neither had Morris discussed Smith's job performance with him prior to the meeting in Davis' office as he had found out about the problem for the first time that morning, and he had been tied up with Davis, Warner and others about the solicitation matter. He did, however, talk to Smith about this matter at the first available time. A. 472.

¹⁰Morris' testimony was approximately the same with regard to this conversation. A. 463-464.

Smith did testify that he said, "I will save you a lot of trouble, I'll quit before I get myself in trouble or you get in trouble or anybody else gets in trouble because of me." A. 70.

Morris then told Smith that he would take him to the personnel office. On the way, Morris asked Smith again if he was sure that he wanted to quit, and Smith said, "Yes, sir." Morris took Smith to see Cecil Thomas, Personnel Advisor in the personnel department, for his exit interview. He told Thomas that Smith had elected to quit and that he, Morris, would appreciate Thomas' visiting with him about it. A. 464.

In the exit interview, Smith told Thomas, "That he believed that this was the best, that he was looking for a better job, a place to work, and that 'the pasture looked greener some place else'." Thomas and Smith discussed the matter in more detail and Smith decided that he would let it stand like it was. A. 479.

At that time, Thomas wrote on the bottom of Smith's termination notice, in the presence of Smith:

"A.C. states he is looking for a better job, a better place to work. Grass looks greener some place else." A. 481. (See also A. 1013).

Thomas then asked if there was anything he could do to help Smith, and told him that he probably wouldn't be able to process his termination papers that afternoon. Smith said that he would come back later, and Thomas offered him a ride home as he would be going to Tyler shortly. A. 481-482.

It is significant to note that Smith testified:

"I told him [Thomas] the reason why I was quitting was because I was looking for a better job and this might — I thought if I said it that way, that it would help me get a good recommendation from the company." A. 43.

After the conversation with Thomas, Smith checked in his equipment and left.¹¹ A. 43.

Argument and Authorities

The record clearly establishes that during an interview on February 28, 1966, with Jack Morris and Clark Collins concerning his job performance on the preceding Friday, Smith voluntarily and intentionally quit his job. Morris, Collins and Smith all testified that he stated he was quitting. Smith also told Cecil Thomas, Tyler's personnel advisor, during the exit interview later that same day, that he was quitting because he was looking for a better job and "the grass looked greener some place else." Further, when Smith filed an application with the Texas Employment Commission for unemployment compensation, he wrote on the application that he had quit his employment with Tyler on February 28, 1966. Thus, there is no doubt but that Smith quit his employment.

General Counsel attempted to convince the Trial Examiner that Smith's quitting amounted to a construct-

¹¹Smith later filed an application for unemployment compensation with the Texas Employment Commission, whereon he stated as a reason for his separation from his work that, "I quit at that time." A. 1004-1005.

ive discharge in violation of the Act. The Examiner properly refused to be convinced.

It is clearly established that:

" . . . , if an individual quits his job the employer is not legally responsible for that action, unless it can be shown that the quit was a culmination and or scheme on the part of the employer to force such action." *Coats & Clark*, 113 NLRB No. 29 (1955)."

It is further recognized that the General Counsel has the ultimate burden of proving that the employee who quit was compelled to do so by his employer's unbearable, vindictive treatment of him, and that such treatment was motivated by the employee's union activity and/or sentiments. *The Grand Food Market*, 139 NLRB No. 16 (1962); *A.L. French Co.*, 145 NLRB No. 61 (1963).¹²

Reviewing the facts, there is no evidence that Smith's wages or hours were decreased or that his conditions of employment were made worse after December 1, 1965, the date Smith testified he became active in be-

¹²Mere suspicion that the employer may have intended to force the employee is not sufficient, *Grand Food Market*, *supra*, nor is the burden met by showing that the employer engaged in unfair labor practices with the purpose of thwarting its employees' union activities so long as the employer's purpose is not to force the employee to quit or resign. *Retail Stores Employees Local 444*, 161 NLRB No. 118 (1966); *Walker Electric Co.*, 142 NLRB No. 134 (1963); *J. W. May's Inc.*, 147 NLRB No. 104 (1964).

half of the Union. The fact is that Smith received two wage increases and one promotion since 1964, and from the time of his promotion to February 28, 1966, his working conditions, job duties and authority remained exactly the same. There is no evidence that Smith was transferred to a poorer position; that he ever complained to any supervisory personnel about his "intolerable working conditions"; or, that he was constantly and unjustifiably criticized about his work performance.¹³

Further, as to being warned about soliciting for the union on working time, it is clear that he was not treated any worse than any other employee. *J. W. Mays, supra; Retail Store Employees supra*. Earl Davis testified that many employees, including Lovin, McCloud and Sawyer had been warned about soliciting for the Union on company time. Additionally, Porter Cook, who was engaged in the same solicitation incident as Smith on February 25, 1966 was called into a meeting with his supervisors and warned not to solicit on company time. The fact is that on February 28th Tyler officials exhibited extreme tolerance toward Smith by

¹³It is significant to note in those cases where the Board has found that a "quit" constituted a constructive discharge involved such employer activity as: decrease in wages; transfer to less desirable job; decrease in hours of work; worse treatment of "quitter" than other employees; decrease in authority; removal or cut in seniority; constant and unjustified criticism of employee's work; constant and increased surveillance by a supervisor; unbearable treatment by supervisors; entrapment of employee; discriminatorily altered conditions of employment; and, other such obvious methods as are clearly designed to force the employee to resign or quit or else work under intolerable conditions and circumstances. (See cases cited in this section).

agreeing that because he was a good worker they would give him another chance even though he had been warned before by Morris that he would be discharged if he continued to solicit on company time. See: *Retail Store Employees, supra*.

Against this background, absent of any evidence that Respondent was trying to force Smith to quit, Smith was again warned in a formal meeting in Davis' office to cease soliciting for the Union on company time. The record is devoid of any evidence that the meeting of February 28th in any way went beyond the legitimate purpose for which it was called — to explain Tyler's dent's valid no-solicitation rule to Smith and warn him to cease breaking such rule. The participant's joked and "shot the bull" for around twenty minutes, and the meeting ended on a friendly note with Smith understanding what was expected of him and everyone shaking hands and returning to work. The meeting was not a replay of the "Spanish Inquisition" as General Counsel would have had the Trial Examiner to believe.

Later on that same day, when Morris and Collins were constructively criticizing Smith for missing six articles in a shipment the Friday before, Smith all of a sudden announced that he was quitting. He was told by Morris that there was no reason to quit, but he insisted that he wanted to quit. Later at his exit interview, he told Cecil Thomas that he quit because he was looking for a better place to work as the grass looked greener elsewhere. At neither of the meetings nor in the conversation with Thomas was "discharge

language" even alluded to or mentioned. *Grand Foods, supra.*

Neither is it significant that Smith might have concluded that he might as well go ahead and quit as he feared it was just a matter of time before Tyler "got him". *A. L. French, supra, Walker Electric, supra.*

In the case of *A.L. French, supra*, the employer had unlawfully discharged an employee in the presence of another employee. The employee who observed the discriminatory discharge testified that, "I was frightened and I thought possibly this could happen to me and I wished to leave the premises before it happened to me."

Reversing the Trial Examiner's finding of a constructive discharge, the Board held:

"However, Roseta's private thoughts and feelings, standing alone, did not provide a sufficient basis to support the Trial Examiner's finding of unlawful discrimination. . . . The record contains no suggestion that Respondent discriminatorily altered Roseta's conditions of employment or otherwise engaged in conduct of a kind calculated to force her to quit. Even if she might have had some reason to speculate that she too might soon be discharged, her voluntary decision 'to beat the gun' is insufficient to impose liability on Respondent." *Supra* at 628.

Respondent respectfully submits that General Counsel has failed to prove any basis upon which a constructive discharge may be found. Respondent will not bore the Court with an exhaustive analysis of the cases in support of its position but would invite the Court's attention to the following cases: *Steel Industries Inc. v. NLRB*, 325 F.2d 173 (7th Cir. 1963); *NLRB v. Cosco Products Co.*, 280 F.2d 905 (5th Cir. 1960); *NLRB v. Ingram*, 273 F.2d 670 (5th Cir. 1960); *Coats S. Clark*, 113 NLRB No. 29 (1955) (Employees Opal Hollingworth and Kathleen Streeter); *J. W. Mays*, 147 NLRB No. 104 (1964); *Clinton Foods, Inc.*, 112 No. 37 (1955); *The Grand Food Market*, 139 NLRB No. 16 (1962); *Duval Engineering and Contracting Co.*, 132 NLRB No. 65 (1961); and particularly to the *Cosco Products* case where the Fifth Circuit noted:

"It is without basis in fact because there is no evidence, only the *suspicion of the Examiner*, supporting the finding that Wilcox was demoted or transferred to a less pleasant job because of his union activity. In the second place there is no basis in the statute or otherwise in law for the idea of a constructive discharge. The Respondent either discharged the employee that is, put him off the job, or he did not. The most that could be made out of this case, if the Board's finding that Wilcox was, in violation of the statute, transferred from a job that he liked to one that he did not like, had been sustained, would be to find that this was an act of interference, restraint or coercion. It could not form the basis of a claim of

discharge when, as a matter of fact, the employee wasn't discharged, but had voluntarily quit or left his job. NLRB v. Ingrahm, 273 F.2d 670, 45 LRRM 2462.

This court in *NLRB v. Newton*, 214 F.2d 472 at 475, 34 LRRM 2452 sustained the finding of unlawful discharge because the employees were actually forced to leave the plant and were refused access to it. The court held that this would in effect amount to a discharge, but it has never held, and in law it could not hold, that merely because a person does not like conditions existing on the job, he can quit and secure reinstatement with back pay on the claim that he was discharged. In short, while if a Respondent, because of anti-union animus, is making it unpleasant for an employee to stay on the job, the Board could find it guilty of unfair labor practices for doing so, so long as the employee is not discharged, the employee cannot, by voluntarily quitting his job, support a claim that he has been unlawfully discharged." *Cosco Products, supra* at 910. (Emphasis is supplied) (See also *NLRB v. Ingrahm, supra*)

Finally, it should be noted that but for activities pre-dating the 10(b) period, i.e., assuming *arguendo* it to be February 23rd (6 months prior to 16-CA-2782), there is no doubt that the evidence on the record will not support a finding of a constructive discharge. The only incidents involving Smith occurring after February

23rd were (1) the interrogation alleged in paragraph 7(h) of the complaint, (2) the February 28th meeting in Davis' office, and (3) the February 28th meeting among Collins, Morris and Smith. Such being the case, there is no doubt but that a finding that Smith's quitting amounted to a constructive discharge would have to be "inescapably grounded on events predating the limitations period," i.e., prior to February 23, 1966. Therefore, Respondent submits that again Smith's claim is barred by Section 10(b) of the Act. (*Bryan Mfg. Co., supra*)

In conclusion, Respondent respectfully submits that the General Counsel failed to establish that Smith was constructively discharged or that the termination of his employment with Tyler in any way violated the Act.

APPENDIX 3

NATIONAL LABOR RELATIONS BOARD

Region 16

Room 8A24, Federal Office Building, 819 Taylor Street
Fort Worth, Texas 76102

Telephone 334-2921

(EMBLEM)

August 23, 1966

Taylor Pipe and Foundry Company
P. O. Box 2027
Taylor, Texas 75702

Re: Tyler Pipe and Foundry Company
Case No. 16-CA-2777

Gentlemen:

This is to advise that we have today approved, without prejudice, the withdrawal of the charge in the above matter, and we contemplate no further action in this case.

We are appreciative of your cooperation.

Sincerely yours,
Elmer Davis
Regional Director

cc: Mr. Frank W. Love
Route 6, Box 101A
Tyler, Texas

George Seay, Esquire
1410 Dallas Federal Savings Bldg.
Dallas, Texas

Glen L. Greene, Jr., Esquire
401 City National Bank Bldg.
Miami, Florida 33130

APPENDIX 4

**PERSONNEL
POLICIES AND PROCEDURES**

Section A

No. 1

Date: Rev. 6-12-66

TYLER PIPE AND FOUNDRY COMPANY

Approved:

(Signed) JOHN A. WARNER President

I. HOURLY RATE STRUCTURE

The Company's hourly rate structure consists of a series of pay rates for eleven (11) labor grades. Each labor grade is broken down as follows:

- A. *Base Rate* — The rate paid new inexperienced employees upon entering the job.
- B. *Job Rate* — The rate paid an employee when he meets all requirements of job and performs all aspects of the job in a proficient manner.
- C. *Job Rate to Top Rate* — This is a range of pay which the employee will progress through as his performance exceeds the normal job requirements.

RATE STRUCTURE

LABOR GRADE	BASE RATE	JOB RATE	TOP RATE
I	2.52	2.66	2.86
II	2.38	2.50	2.66
III	2.25	2.34	2.48
IV	2.09	2.20	2.30
V	1.97	2.06	2.15
VI	1.87	1.96	2.04
VII	1.78	1.86	1.94
VIII	1.71	1.79	1.86
IX	1.65	1.72	1.79
X	1.60	1.67	1.73
XI	1.56	1.62	1.68

APPENDIX 5

PERSONNEL
POLICIES AND PROCEDURE

Section A

No. 1

Date: Rev. 2-14-65

TYLER PIPE AND FOUNDRY COMPANY

Approved:

(Signed) JOHN A. WARNER

Executive Vice President

I. *HOURLY RATE STRUCTURE*

The Company's hourly rate structure consists of a series of pay rates for eleven (11) labor grades. Each labor grade is broken down as follows:

- A. *Base Rate* — The rate paid new inexperienced employees upon entering the job.
- B. *Job Rate* — The rate paid an employee when he meets all requirements of job and performs all aspects of the job in a proficient manner.
- C. *Job Rate to Top Rate* — This is a range of pay which the employee will progress through as his performance exceeds the normal job requirements.

RATE STRUCTURE

LABOR GRADE	BASE RATE	JOB RATE	TOP RATE
I	2.46	2.60	2.80
II	2.32	2.44	2.60
III	2.19	2.28	2.42
IV	2.03	2.14	2.24
V	1.91	2.00	2.09
VI	1.81	1.90	1.98
VII	1.72	1.80	1.88
VIII	1.65	1.73	1.80
IX	1.59	1.66	1.73
X	1.54	1.61	1.67
XI	1.50	1.56	1.62

Appendices 4 and 5 were attached as appendices 10 and 11 to Tyler's Trial Brief. There was no objection thereto by General Counsel or the Union.

APPENDIX 6

(EMBLEM)
**KENTUCKY KAPPA
OF
Sigma Alpha Epsilon
Centre College
Danville, Kentucky**

October 1, 1966

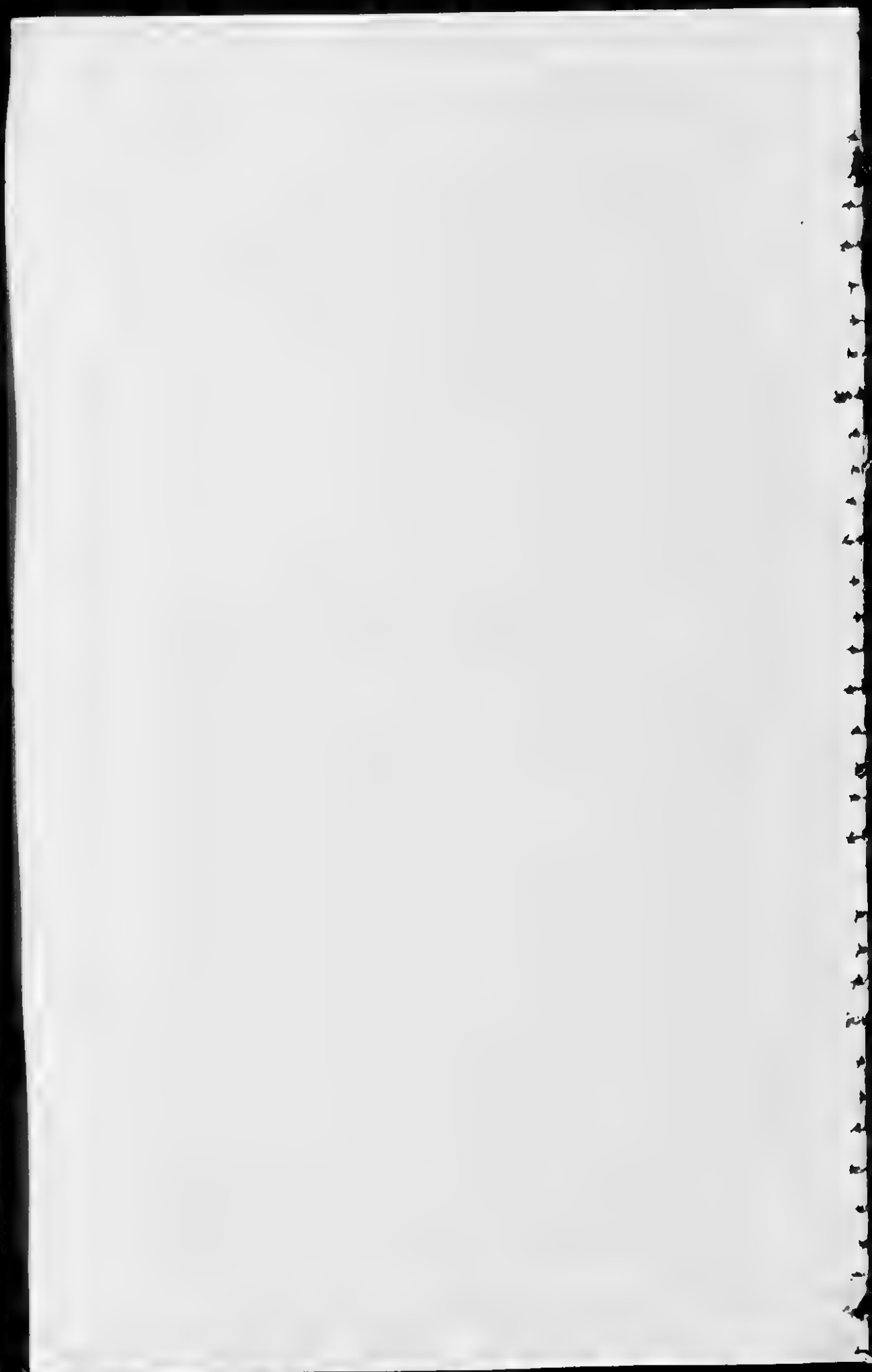
On a night during the summer strike at Tyler Pipe and Foundry, at approximately 12:00 PM. I drove from my home in Tyler to the plant to pick up Mr. L. E. Crow, whose car I was driving. Having entered the north plant parking lot, Mr. Crow took the driver's seat as we prepared to leave the plant.

As we passed the pickets in front of the plant, we were exhorted by a mobile public address system, mounted on a car and operated by a man standing next to the car, to not return to work — "don't go back in there." Then the remarks became more derogatory when we did not indicate our intention to cooperate with the union. I do not remember the exact words. Mr. Crow replied, telling them to "Go to hell."

We continued on our way home, soon discovering that the car with the loudspeaker had pulled out and was chasing us. This car pulled up to within a short, and dangerous, distance of our rear bumper and the car's headlights were held on "bright." The loudspeaker voice challenged us to pull over, implying that there

would be some sort of physical conflict, and calling Mr. Crow a continuous stream of obscene names. Mr. Crow was unable to lose the following car, and since the other car's maneuvers to get alongside and force us to a stop at the roadside were quite dangerous at 60 mph, Mr. Crow decided to slow down. At this point the other car came alongside, and we could see that a white man was behind the wheel and a Negro man sat in the right front seat. The other man, the driver, again invited Mr. Crow to get out of the car and settle the issue physically and called him a 'bald-headed bastard.' Mr. Crow said that he would be glad to settle it any way the other man desired. At this point, however, the persons in the other car apparently noticed that there were two persons in our car and that any encounter might not result to their advantage. Mr. Crow told the other man that he knew who he was and that he intended to take action against him through legal channels. Mr. Crow again started the car and resumed his previous normal speed; the other car followed for a distance and then turned back. During this time I wrote down the license plate number of the other car, which was a Chrysler or a Plymouth, I believe. We proceeded to town where Mr. Crow dropped me off at my home and told me that he knew the name of the driver of the other car and intended to file charges. I heard by word of mouth the following day that he had indeed been picked up by the police.

(Signed) PATRICK A THOMAS



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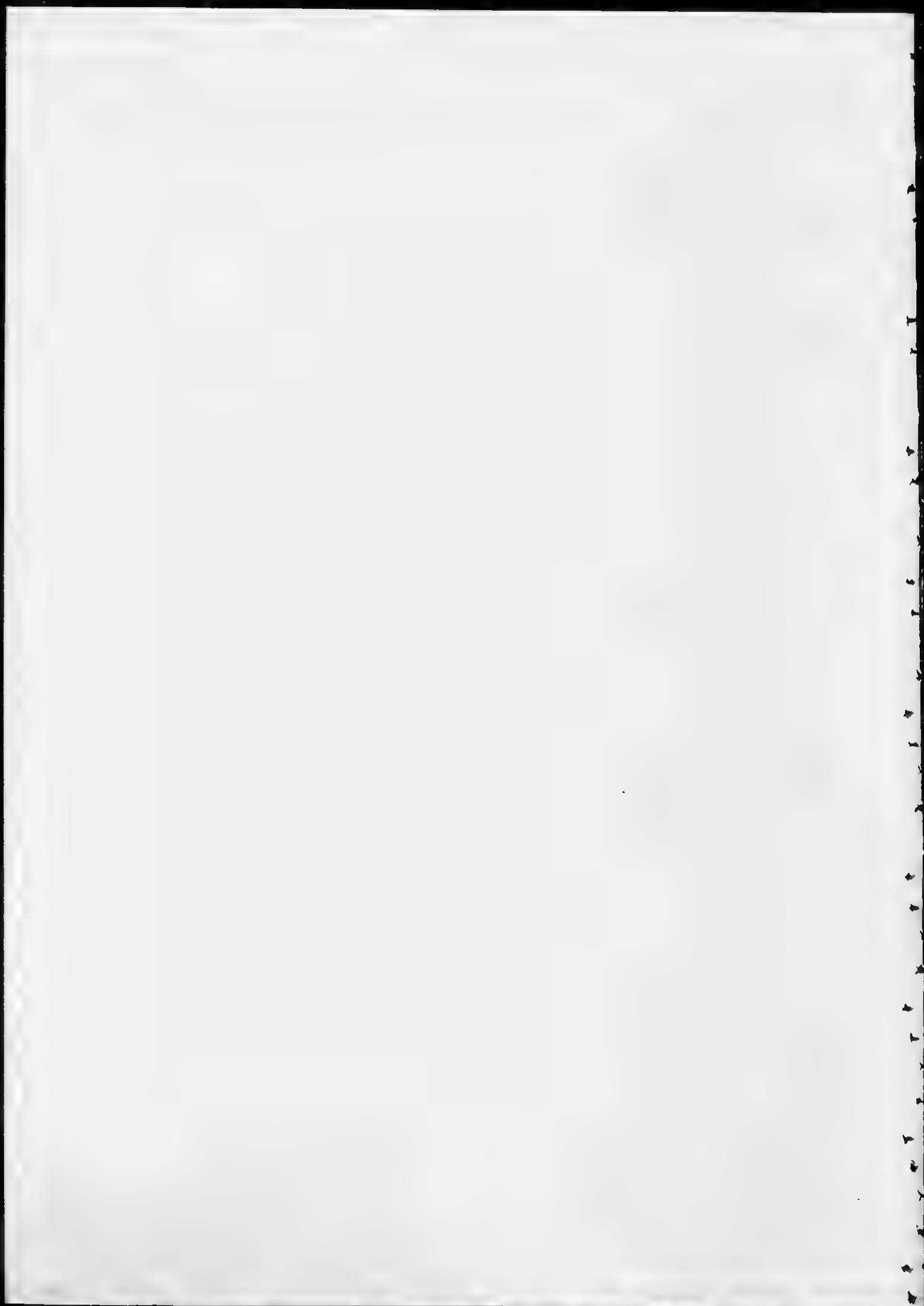
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United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 21,928

INTERNATIONAL MOLDERS & ALLIED WORKERS UNION, AFL-CIO,
Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD,
Respondent,

and

TYLER PIPE & FOUNDRY COMPANY,
Intervenor.

No. 22,002

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

TYLER PIPE & FOUNDRY COMPANY,
Respondent.

No. 22,263

TYLER PIPE & FOUNDRY COMPANY,
Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD,
Respondent.

and

INTERNATIONAL MOLDERS & ALLIED WORKERS UNION, AFL-CIO,
Intervenor.

*On Petitions To Review and on Application To Enforce
an Order of The National Labor Relations Board*

BRIEF FOR THE NATIONAL LABOR RELATIONS BOARD

STATEMENT OF ISSUES PRESENTED

The issues presented were stipulated by the parties in the prehearing conference stipulation.

In accordance with Rule 8(d) of the General Rules of this Court the Board states that this case is before the Court for the first time on the merits.

COUNTERSTATEMENT OF THE CASE

No. 21,928 is before the Court upon the petition of International Molders and Allied Workers Union, AFL-CIO ("the Union") to review and modify an order of the National Labor Relations Board issued pursuant to Section 10(c) of the National Labor Relations Act, as amended (61 Stat. 136, 73 Stat. 519, 29 U.S.C., Sec. 151, *et seq.*), on May 10, 1968, against Tyler Pipe and Foundry Company (hereafter "the Company"). No. 22,002 and No. 22,263 are before the Court on the Board's petition to enforce, and on the Company's petition to review and set aside, respectively, the same order that is before the Court in No. 21,928.¹ The Board's Decision and Order are reported at 171 NLRB No. 38 (J.A. 45-48, 10-44).² This Court has jurisdiction of the proceedings under Section 10(e) and (f) of the Act.

I. THE BOARD'S FINDINGS OF FACT

The Board found that the Company violated Section 8(a)(1) of the Act by informing employees that its no-solicitation rule prohibited in-plant solicitation and distribution of union literature on non-working time. The

¹ No. 22,263 was initiated by the Company in the United States Court of Appeals for the Fifth Circuit and was transferred to this Court on August 27, 1968. On August 8, 1968, this Court denied the Company's motion to transfer Nos. 21,928 and 22,002 to the Fifth Circuit, and on October 30, 1968, this Court entered an order consolidating for all purposes No. 22,263 with Nos. 21,928 and 22,002.

² "J.A." refers to portions of the record printed as a joint appendix to the briefs. References preceding a semicolon are to the Board's findings; those following are to the supporting evidence.

Board also found that the Company violated Section 8(a)(3) and (1) of the Act by discharging seven employees on or about August 5, 1966, because they engaged in protected activities, and by discharging employee Clifton McCloud on or about August 19, 1966, because of his union activities. Finally, the Board found that the Company violated Section 8(a)(5) and (1) of the Act by unilaterally instituting a general wage increase in hourly rates and shift differentials on or about June 12, 1966, and by failing to notify and give the Union an opportunity to bargain concerning the shift changes and wage reductions announced by the Company on or about August 5, 1966. The facts underlying the Board's findings of violations are summarized below.

A. Background

The Company is a Texas corporation with its principal office and place of business in Swan, Texas, where it is engaged in the manufacture of soil pipe and fittings (J.A. 12; 703, 720). Following a Board-conducted election on August 5, 1965, the Union was certified as collective bargaining representative of the Company's production and maintenance employees at its Swan plant (J.A. 13). Contending that it was entitled to a hearing to certain objections to the election, the Company is presently engaged in testing the certification before the United States Court of Appeals for the Fifth Circuit.³ The Company has since consistently followed a policy of non-recognition of the Union (J.A. 20-21; 743-745).

B. The unilateral wage increase of June 12

By letter of June 6, 1966,⁴ the Company notified its employees of a 6-cent per hour general wage increase and a shift differential of 6 cents per

³ *Tyler Pipe & Foundry Co. v. N.L.R.B.*, No. 25,146. The Fifth Circuit heard oral argument on November 7, 1968, and now has the case under consideration.

⁴ All dates hereafter are in 1966 unless otherwise indicated.

decided that they would not work the overtime shift scheduled for 10 p.m. that evening (J.A. 24; 181-182, 202, 233, 257-258, 338).

That evening, about 9:45 p.m., eight hub core employees⁶ reported for work and promptly requested that supervisor Barrett talk to them as a group concerning the proposed shift changes and the cut in pay for Howard and Hargest (J.A. 24-25; 259, 340). Barrett refused and asked them if they were going to work that night (J.A. 25; 193-194, 234). Each of them replied that he would not work unless Barrett or some other official would meet with them as a group (J.A. 25; 209, 273). The hub core employees thereupon left the plant without working that evening.⁷

A Union meeting was held on August 7 attended by approximately 21 employees (J.A. 27; 186). At this meeting, Charles Boyd, the Union's international representative, was contacted by telephone, told of the August 5 events, and that the employees at the meeting wanted to take immediate action (J.A. 27; 211, 344, 346, 380). Boyd told George Lovin, Chairman of the in-plant committee, to see if he could arrange a meeting with a high official of the Company, preferably President John Warner (J.A. 27; 346, 383). Lovin tried to contact Warner and Vice-President N. J. Speas, but was unsuccessful (J.A. 27; 187, 241, 347). Lovin did reach David McKie, Vice-President and Director of Industrial Relations, and was told by McKie that it was contrary to Company policy to meet with a group, and that the people who refused to work on August 5 were considered to have voluntarily quit (J.A. 27; 188, 212, 241, 347, 414).

⁶ Frank W. Love, Leon Clay, Adolphus Howard, J. W. Hargest, Ella Mae Campbell, Emma Jean Dixon, Francis Johnson, and A. M. Gordon (TXD 9). Five hub core employees failed to report as scheduled (J.A. 30).

⁷ Barrett told Clay to "pick up his time" (J.A. 25; 342, 234). A. M. Gordon told Barrett that the only reason she was leaving was because she had no transportation home if the others were not going to work (J.A. 25; 185, 210, 343). Gordon was not discharged along with the others. (~~see pp. , infra.~~)

E. The strike of August 16-23

On August 11, Boyd personally attempted to arrange a meeting with a responsible Company official to discuss the August 5 walkout but was told that President Warner would not meet with him (J.A. 30; 348-350, 389-390). Boyd thereupon caused a handbill to be distributed calling a special meeting of employees for August 13 (J.A. 30-31; 388, 748). Between 56-60 employees attended the August 13 meeting including most of the in-plant committee. Although there was considerable sentiment for calling an immediate strike, definite action was postponed until the next day inasmuch as a regularly scheduled Union meeting was to be held at that time (J.A. 31; 353-354, 391, 393-394).

Boyd addressed both the August 13 and 14 meetings and his remarks on both occasions were substantially the same (J.A. 31; 395). He said that in-plant committeemen had authority to take action on any act of the Company which resulted in unfair treatment of employees; that he approved of the August 5 walkout by the seven employees; and that the Company was adamantly refusing to bargain with the Union even though it had been certified by the Board (J.A. 31; 392-393, 379). Several employees also spoke giving details of the August 5 events (J.A. 31; 393). Boyd advised the employees to take a firm stand to demonstrate their support of the Union, and assured them that they would have the full support and protection of the International Union (J.A. 31-32; 393, 396). At the close of the August 14 meeting, the employees present voted unanimously to strike (J.A. 32; 361-362, 398-399).

F. The Clifton McCloud incident

At the conclusion of the strike on August 23, all the strikers were reinstated with the exception of Clifton McCloud (J.A. 17). McCloud was discharged on August 19, allegedly because of picket-line misconduct (J.A. 17; 86).

The events leading to McCloud's discharge had their origin at the picket line on the evening of August 17 (J.A. 17; 145). McCloud was parked near one of the plant gates in a car, equipped with a loudspeaker, and was addressing remarks to non-striking employees as they left the plant (J.A. 17; 119). At about midnight, Patrick A. Thomas, a student employed for the summer, arrived at the plant to pick up Lawrence Crow, a non-striking employee (J.A. 17; 537-538). As Crow drove out the gate with Thomas in the passenger seat, McCloud directed the following remarks to them over the loudspeaker: "Here comes two good men. Why don't you come out and join the strike." (J.A. 17; 120). Crow shook his head, and McCloud thereupon stated, "How does it feel to scab on a fellow employee?" (*ibid.*). Crow responded to this by leaning out the car window, extending his middle finger in an obscene manner, and saying, "You go to hell, you stupid son-of-a-bitch." (J.A. 17; 120-121).

McCloud thereupon started his car and drove after Crow.⁸ After 1½-2 miles, at speeds of 25 to 50 m.p.h., McCloud caught up with Crow and shouted, "You bald-headed son-of-a-bitch, if you pull over, we will see who the stupid son-of-a-bitch is" (J.A. 17; 121). Crow replied, "follow me to town" (*ibid.*). After this interchange, McCloud passed Crow, Crow then passed McCloud, and it appeared to Crow that McCloud at times was attempting to crowd him off the highway (J.A. 17-18; 122, 523, 514). When the two cars neared town, McCloud turned off and proceeded to the union hall while Crow proceeded to the sheriff's office in order to swear out a complaint against McCloud. Crow was advised to return the next morning (J.A. 18; 122, 517).

Shortly thereafter Crow called a Company official and informed him of the incident and was told to report to the plant the following morning

⁸ Employee C. S. Williams was a passenger in McCloud's car (J.A. 17; 119).

(J.A. 18; 514, 518). The next morning, Crow was accompanied to the district attorney's office by Company officials, including David McKie, a Vice-President and Director of Industrial Relations (J.A. 18; 514-515, 527, 414). A criminal complaint was issued against McCloud charging him with using abusive language (J.A. 18; 735). McCloud was tried on October 25, and found not guilty (J.A. 18; 124-126, 515, 734).⁹

The next day, August 19, McCloud went to the payroll department to pick up his check for the previous week's work. The payroll clerk asked McCloud for his termination notice. McCloud said that he knew nothing of a termination notice and was informed that he had been terminated "yesterday" (J.A. 18-19; 133). McCloud later contacted McKie and was informed that he had been discharged for using abusive language toward a fellow employee (J.A. 19; 134-135, 161-162).

II. THE BOARD'S CONCLUSIONS AND ORDER

Upon the foregoing facts, the Board found that the Company violated Section 8(a)(1) of the Act by informing employees that its no-solicitation rule prohibited in-plant union solicitation and distribution of union literature on non-working time. The Board also found that the Company violated Section 8(a)(3) and (1) of the Act by discharging seven employees on or about August 5, 1966, because they engaged in protected activities, and by discharging employee Clifton McCloud on or about August 19, 1966, because of his union activities. The Board further found that the Company violated Section 8(a)(5) and (1) of the Act by unilaterally instituting a general wage increase in hourly rates and shift differentials on or about June 12, 1966, and by failing to

⁹ McCloud unsuccessfully attempted to secure a counter-complaint against Crow (J.A. 18; 124-126).

notify and give the Union an opportunity to bargain concerning the shift changes and wage reductions announced by the Company on or about August 5, 1966. In addition, the Board found that the strike commencing on or about August 16, 1966, was an unfair labor practice strike.¹⁰

The Board ordered the Company to cease and desist from the unfair labor practices found and from in any other manner interfering with, restraining or coercing its employees in the exercise of their rights under the Act. Affirmatively, the Board's order requires the Company to bargain with the Union upon request; to reinstate Frank W. Love, Leon M. Clay, Dolphus Howard, J. W. Hargest, Ella Mae Campbell, Emma Jean Dixon, Francis Johnson, and Clifton McCloud to their former or substantially equivalent positions and make them whole for any loss of earnings suffered because of the discrimination against them; and to post the appropriate notices.

¹⁰ The Board declined to find (1) that the Company discharged employee Arthur C. Smith, II, in violation of Section 8(a)(3) and (1) of the Act; (2) that certain wage increases or promotions from September 1965 to June 1966 violated Section 8(a)(5) and (1) of the Act; (3) that the Company enforced its no-solicitation rule on a discriminatory basis at times other than those discussed above; (4) that certain coercive conduct of the manager of the independent employee credit union was attributable to the Company; and (5) that the Company discriminatorily withheld a wage increase prior to June 12, 1966. With respect to items (2) and (3) above, the Union has abandoned its claim that the Board erred by dismissing the charges (Un. br., p. 2). The essential facts with respect to items (1), (4), and (5) will be set forth in the Argument, *infra*, pp. 24-27.

ARGUMENT

I. SUBSTANTIAL EVIDENCE ON THE RECORD AS A WHOLE SUPPORTS THE BOARD'S FINDING THAT THE COMPANY VIOLATED SECTION 8(a)(1) OF THE ACT BY INFORMING EMPLOYEES THAT ITS NO-SOLICITATION RULE PROHIBITED IN-PLANT UNION ACTIVITY ON NON-WORKING TIME

The case law concerning union solicitation on the employer's premises represents an accommodation between the right of employees to effectively engage in protected activities and the legitimate employer interest in making and enforcing reasonable rules to govern employee conduct on company time and property. The Board, with court approval has set forth a test of presumptive validity for employer rules which limit or prohibit union solicitation on company property. If the rule limits employee activity to non-working time it is, in the absence of a showing that it was adopted for discriminatory ends, presumed valid.¹¹ *Republic Aviation Corp. v. N.L.R.B.*, 324 U.S. 793, 800-803 (1945); *United Steelworkers of America (Luxaire, Inc.) v. N.L.R.B.*, App. D.C. , 393 F.2d 661, 663 (1968); *Peyton Packing Co.*, 49 NLRB 823 (1943), enforced, 142 F. 2d 1009, 1010 (C.A. 5), cert. denied, 323 U.S. 730.

However, since the employer's interest in maintaining production and discipline is not usually involved where solicitation takes place on non-working time, the employees have the right to solicit for a union and to engage in other activities protected by Section 7 on the employer's property during non-working time. A plant rule which prohibits or interferes with the exercise of this protected right is presumed, in the absence of special circumstances, to fall within the proscription of Section 8(a)(1) of the Act. See cases cited above, and also, *Republic Aluminum Co. v. N.L.R.B.*, 394 F.2d 405 (C.A. 5, 1968); *N.L.R.B. v. United Aircraft Corp.*, 324 F.2d 128, 129-132 (C.A. 2, 1963), cert. den., 376 U.S. 951. And, "an otherwise valid no-solicitation rule. . .cannot

¹¹There is no contention that the Company's no-solicitation rule (*supra*, p. 4) is invalid on its face or was promulgated for a discriminatory purpose.

v. Allis-Chalmers Co., 388 U.S. 175, 181 (1967). Section 2(3) provides that individuals who strike do not lose their status as "employees"; and Section 13 cautions that, "Nothing in this Act, except as specifically provided for herein, shall be construed so as either to interfere with or impede or diminish in any way the right to strike." The ultimate in interference with the right to strike is, of course, discharging employees for engaging in such activity. This clearly violates Section 8(a)(1) of the Act. *N.L.R.B. v. Washington Aluminum Co.*, 370 U.S. 9, 14 (1962); *Elam v. N.L.R.B.*, App. D.C. , 395 F. 2d 611 (1968). Moreover, an employer violates Section 8(a)(3) as well if the discharges are partially for the purpose of discouraging union activities. *N.L.R.B. v. Comfort, Inc.*, 365 F. 2d 867, 874 (C.A. 8, 1966); *N.L.R.B. v. Phaotron Instrument & Electronic Co.*, 344 F. 2d 855, 858 (C.A. 9, 1965); *N.L.R.B. v. Western Meat Packers, Inc.*, 368 F. 2d 65, 71 (C.A. 10, 1966).

The facts as summarized in the Counterstatement, pp. 5-6, *supra*, support the Board's finding (J.A. 28-30) that the Company penalized the seven employees involved because they exercised their right to strike in protest over the Company's refusal to discuss changes in their working conditions and that the Company seized upon the refusal to work on August 5 as an opportunity to rid itself of seven known Union adherents.¹² Before leaving they told a Company official, Barrett, that they were not quitting, but simply refusing to work that night in protest of the Company's action, and that they would be back to work on Monday (J.A. 185, 260-261, 667).¹³ When the employees arrived for work the evening of August 7, as they told Barrett they would, their identification badges were taken and they were

¹² Love and Clay were on the Union in-plant committee, and the other discriminatees wore Union buttons, had signed authorization cards, or participated in concerted activities (Tr. 175-177, 198, 200, 222-228, 253-254, 327, 343).

¹³ Although employee A.M. Gordon left with the others, she told Barrett that the only reason she did so was because she had no other transportation home. As a result, she was not discharged along with the others.

told to leave at once (J.A. 213, 243, 363-364).¹⁴ In such circumstances, it is clear that the employees did not "voluntarily quit." Rather, they were discharged in circumstances which unlawfully interfered with their right to strike. See, *N.L.R.B. v. Hilton Mobile Homes*, 387 F. 2d 7, 8-9 (C.A. 8, 1967) and cases cited therein.

The Company contends that it did not violate the Act because (1) the walkout was not protected activity and (2) they were economic strikers who were legitimately replaced (Co. br. 30-37). There is no merit in these contentions.

The Company's contention that the walkout was not protected activity is based on the assumption that it had no obligation to bargain with the Union about the shift changes.¹⁵ If there was no obligation to bargain with the Union, so the argument goes, the walkout was unprotected and there was no duty to reinstate the seven employees (Co. br. 32-33). However, even assuming, *arguendo*, that the Company had no obligation to bargain with the Union, the walkout was still protected by Section 7 of the Act, and the Company was obligated to reinstate the strikers when they offered to return on August 7 even though their walkout would be an economic strike rather than an unfair labor practice strike. *N.L.R.B. v. City Yellow Cab Co.*, 344 F. 2d 575, 582 (C.A. 6, 1965); *N.L.R.B. v. Western Meat Packers, Inc.*, *supra*, 368 F. 2d at 71, n. 13.¹⁶

¹⁴ An exception was employee Ella Mae Campbell. She was permitted to work the night shift on August 7, but was discharged when she reported the next evening (J.A. 262-270).

¹⁵ As noted in the Counterstatement, p. 3, *supra*, the Company is testing the Union's certification in the Fifth Circuit, Case No. 25,146.

¹⁶ *N.L.R.B. v. Cactus Petroleum Co.*, 355 F. 2d 755 (C.A. 5, 1966), relied on by the Company, is inapposite. In that case, the "sole reason" for the strike was the employer's refusal to recognize and bargain with the union. 355 F. 2d at 761. Inasmuch as the union did not have majority support, the strike was unprotected. The walkout in the instant case was not aimed solely at achieving recognition of the Union. Rather, the August 5 protest and refusal to work was triggered by the Company's sudden announcement of a basic change in working conditions and its refusal to discuss this mat-

The Company's claim (Co. br. 34-37) that it treated the employees as economic strikers, and validly replaced them before the strikers offered to return to work, is not supported by the record.¹⁷ J. P. Johnson, the Company's superintendent of foundries, testified that a decision was made 3 to 4 weeks prior to August 5 to work two shifts rather than three in the hub core department (J.A. 26; 568, 596, 670). He added, however, that those employees eliminated from the hub core department because of the schedule change were to be transferred to other departments, and that *no layoffs were contemplated* (J.A. 26; 607-610). More specifically, the two-shift schedule prepared about 2 weeks before August 5 reveals that the strikers were scheduled to be retained (J.A. 26; 612-614, 972). Superintendent Johnson and Supervisor Bowens hastily revised the hub core schedule on August 6, dropping the names of the strikers.¹⁸ No new employees were hired between August 5 and 7. In sum, as the Company concedes in its brief (Co. br. 36-37), the strikers would have been retained but for the walkout of August 5, and it cannot be contended that they were legitimately replaced.

Finally, antiunion motivation underlying this treatment of the seven strikers is underscored by the fact that the Company did not discipline the five hub core employees who simply failed to report for the overtime shift on August 5. None of the five was a known union adherent or had participated in union activities. Such disparate treatment lends further support to the Board's conclusion that the Company seized the opportunity to rid

(continued)

¹⁶ ter with the seven employees because of its policy against meeting with a group (J. A. 188, 212, 241). Whether or not the Union was the collective representative, these seven employees had a protected right to band together to protest the change in their working conditions and were entitled to the reinstatement rights normally accorded economic strikers. *N.L.R.B. v. Washington Aluminum Co.*, 370 U.S. 9 (1962).

¹⁷ The burden of showing "legitimate and substantial business justifications" for failing to reinstate the strikers is on the employer. *N.L.R.B. v. Great Dane Trailers*, 388 U.S. 26, 34 (1967); *N.L.R.B. v. Fleetwood Trailer Co.*, 389 U.S. 375, 378 (1967).

¹⁸ Bowens said that the new schedule was necessary because the employees had quit (J.A. 26; 590-591), although the Company knew this was not the case. See, *supra*, p. 14.

itself of seven union adherents.¹⁹ See, *International Union of United Brewery Workers, etc. v. N.L.R.B.*, 111 App. D.C. 383, 388, 298 F. 2d 297, 301-302 (1961), cert. denied, 369 U.S. 843.

B. The Discriminatory Discharge of Clifton McCloud

The Board found that the Company discharged Clifton McCloud "to make an example of McCloud, a member of the in-plant committee, as a lesson to the other strikers" (J.A. 19-20), and that the Company seized upon the incident on the night of August 17 as a pretext to justify its action (*supra*, pp. 7-9). The legal principles applicable here are familiar (*N.L.R.B. v. Lester Bros., Inc.*, 337 F. 2d 706, 708 (C.A. 4, 1964):

The question as to the real reason for the discharge... [is] a question of fact to be decided by the National Labor Relations Board, which is empowered to consider circumstantial as well as direct evidence and where its finding is supported by circumstances from which the conclusion may be legitimately drawn, the Court may not substitute its judgment for that of the Board.

Accord, *N.L.R.B. v. Buitoni Foods Corp.*, 298 F. 2d 169, 174-175 (C.A. 3, 1962). We submit that the Board's conclusion that the Company discharged McCloud because of his union activities, and not because of alleged picket line misconduct, was a permissible inference on this record and, therefore, is entitled to affirmance.

Despite the Company's characterization to the contrary, the record shows that the incident involving Crow and McCloud was little more than a regrettable name-calling incident that was broken off before any real

¹⁹

Thus, contrary to the Company's suggestion (Co. br. 33), the Company violated Section 8(a)(3) of the Act by discharging the strikers regardless of the validity of the Union's certification. The disparate treatment shown the Union's supporters and non-supporters is ample evidence of discrimination because of union activities, and such discrimination is prohibited whether or not the Union enjoyed majority status.

damage was done. Thus, McCloud called non-striking employee Crow a "scab"; Crow responded by calling McCloud a "son-of-a-bitch" and directing an obscene gesture toward McCloud. This angered McCloud who thereupon drove after Crow and invited him to pull over to "see who the stupid son-of-a-bitch is" (J.A. 121). Crow invited McCloud to follow him to town, which McCloud did. When they reached the city limits, however, McCloud turned off and proceeded to the union hall.²⁰

Crow, on the other hand, proceeded to the sheriff's office to swear out a complaint against McCloud and was told to return the next morning. Crow then called Company officials and informed them of the incident. The Company's reaction, and its course of conduct immediately thereafter, is particularly revealing. Crow was told to report to Company officials the next morning. He did so, and was escorted to the sheriff's office by several Company officials where he swore out a complaint against McCloud alleging use of abusive language.

²⁰ There is no merit to the Company's contention (Co. br. 40, n. 47) that "a sworn affidavit from Thomas [a passenger in the car driven by Crow] as Appendix 6" to its brief should be considered by the Court. This was one of several documents which the Company attached to its brief to the Board. The Board refused to receive the documents as evidence because there was no showing that they were unavailable at the hearing (J.A. 45). The Company was afforded ample opportunity at the hearing to litigate its position and made no attempt to show that it would be prejudiced if the Board refused to consider the proffered documents. In such circumstances, the Board's decision not to reopen the record and admit these documents was well within its discretion. See *N.L.R.B. v. Southern Bleachery & Print Works, Inc.*, 257 F. 2d 235, 241 (C.A. 4, 1958), cert. denied, 359 U. S. 911; *N.L.R.B. v. Yale Mfg. Co.*, 356 F. 2d 69, 71 (C.A. 1, 1966). Moreover, the Company is incorrect in its assertion that the affidavit of John Warner was accepted as evidence (J.A. 45). In addition, the statement of Thomas attached as Appendix 6 to the Company's brief is not a sworn affidavit at all, but merely an unsworn statement written on fraternity stationery. Inasmuch as Thomas testified at the hearing (J.A. 537-563), and there is little if any difference between the statement and Thomas' testimony, it is inconceivable that the Company was prejudiced by the rejection of the statement.

~~Statement.~~

When McCloud stopped by the payroll department on August 19, to pick up his paycheck, he first learned that he had been terminated. He was informed by David McKie, Director of Industrial Relations, that he had been terminated because he used abusive language toward a fellow employee (J.A. 135). The Company thus accepted Crow's version of the incident at face value without affording McCloud the opportunity to deny Crow's charges or explain his own conduct. The Company's failure to give McCloud a genuine opportunity to defend himself before punishing him for alleged misconduct indicates the presence of an unlawful motive. *Sterling Aluminum Co. v. N.L.R.B.*, 391 F. 2d 713, 723 (C.A. 8, 1968); *N.L.R.B. v. Baker Hotel of Dallas, Inc.*, 311 F. 2d 528, 533 (C.A. 5, 1963); *N.L.R.B. v. Howe Scale Co.*, 311 F. 2d 502, 505 (C.A. 7, 1963).

The overall insignificance of the incident lends further support to the Board's finding of a discriminatory motive. The Company attempts to justify the discharge by terming McCloud's conduct "hazardous" and "violent" and stressing Crow's belief that McCloud had tried to force him off the road (Co. br. 43-52). But the fact is that McCloud was told that he was discharged for "abusive language" directed toward a fellow employee; and Crow's sworn complaint, upon which McCloud was tried and acquitted, was limited to the charge that McCloud had used "violently abusive language." (J.A. 735).²¹

²¹ Accordingly, the Company's contention (Co. br. 47, n. 55) that it was prejudiced by the admission into evidence of the jury verdict of acquittal is wide of the mark. Even if a verdict of acquittal on charges of attempting to drive Crow off the road could not be used in this proceeding as evidence that McCloud did not engage in such conduct, it is clear that neither Crow's complaint nor the jury's verdict dealt with this issue and hence the Trial Examiner could not and did not rely on the verdict in the fashion charged. The Trial Examiner simply credited McCloud's denial that he had attempted to force Crow off the road (J.A. 20, n. 13).

Thus, while the Trial Examiner ruled that Crow honestly believed that McCloud had attempted to crowd him off the highway, McCloud's denial that he was attempting to do so was also credited. Resolution of credibility is, of course, peculiarly within the province of the Trial Examiner and the Board. E.g., *Joy Silk Mills, Inc. v. N.L.R.B.*, 87 App. D.C. 360, 369, 185 F. 2d 732, 740 (1950), cert. denied, 341 U.S. 914.

Even assuming, *arguendo*, that McCloud used excessively abusive language and that the Company discharged him for that reason, we submit that the Board could nevertheless conclude that he was entitled to reinstatement with the other unfair labor practice strikers. "[W]here an employer who has committed unfair labor practices discharges employees for unprotected acts of misconduct, the Board must consider both the seriousness of the employer's unlawful acts and the seriousness of the employees' misconduct in determining whether reinstatement would effectuate the policies of the Act." *Local 833, Automobile Workers (Kohler Co.) v. N.L.R.B.*, 112 App. D.C. 107, 110-111, 300 F. 2d 699, 702-703 (1962), cert. denied, 370 U.S. 911, following *N.L.R.B. v. Thayer Co.*, 213 F. 2d 748 (C.A. 1, 1954), cert. denied, 348 U.S. 883.²² Applying this principle, the Board concluded that McCloud should be reinstated (J.A. 20). In view of the numerous serious unfair labor practices of the Company, particularly the discharge of the seven employees on August 5,²³ and the relative insignificance of the McCloud-Crow incident,²⁴ we submit that the Board's

²²The Company incorrectly asserts (Co. br. 49) that in the event the Board's certification is voided by the Fifth Circuit, McCloud would become an economic striker. The Board concluded that the strike of August 16-23 was an unfair labor practice strike because it was called to protest the Company's unlawful discharges of the seven employees on August 5 as well as the Company's continuing refusal to recognize and bargain with the Union (J.A. 32). As we have shown (*supra*, pp. 13-17), the Board's finding that the Company violated both Section 8(a)(1) and (3) of the Act by discharging the seven employees on August 5 will not be affected by the Fifth Circuit's ruling on the Board's certification. Under the established principle that if an unfair labor practice has anything to do with causing a strike, it is an unfair labor practice strike, *United Steelworkers of America (Mississippi Steel Corp.) v. N.L.R.B.*, App. D.C. F. 2d (1968), 69 LRRM 2575, 2577, it is clear that McCloud was an unfair labor practice striker.

²³"[A] discriminatory discharge of an employee because of his union affiliations goes to the very heart of the Act." *N.L.R.B. v. Entwistle Mfg. Co.*, 120 F. 2d 532, 536 (C.A. 4, 1941).

²⁴Moreover, as this Court noted in *Local 833, supra*, "[S]anctions other than discharge -- criminal prosecutions, civil suits, union unfair labor practice proceedings and the possibility of discharge -- are available to prevent or remedy certain employee misconduct" (emphasis in original). 112 App. D.C. at 111, 300 F. 2d at 703. In the instant case, as shown *supra*, p. 9, McCloud was tried for using abusive language and found not guilty.

conclusion is reasonable and proper. The responsibility for drawing the line between the employees' right to engage in concerted activity and the employer's right to maintain order "... rests with the Board, and its determination, unless illogical or arbitrary, ought not be disturbed." *N.L.R.B. v. Thor Power Tool Co.*, 351 F. 2d 584, 587 (C.A. 7, 1965).²⁵

III. SUBSTANTIAL EVIDENCE ON THE RECORD AS A WHOLE SUPPORTS THE BOARD'S FINDING THAT THE COMPANY VIOLATED SECTION 8(a)(5) AND (1) OF THE ACT BY UNILATERALLY INSTITUTING A GENERAL WAGE INCREASE AND CERTAIN SHIFT CHANGES AND WAGE REDUCTIONS

Absent special circumstances, an employer violates Section 8(a)(5) and (1) of the Act by effecting a change in employee working conditions without giving the employees' statutory representative notice and an opportunity to bargain about the change. *Fiberboard Paper Products Corp. v. N.L.R.B.*, 379 U.S. 203, 205-215 (1964), affirming 116 App. D.C. 198, 200-202, 322 F. 2d 411, 413-415 (1963); *N.L.R.B. v. Katz*, 369 U.S. 736, 742-747 (1962); *N.L.R.B. v. Crompton-Highland Mills, Inc.*, 337 U.S. 217 (1949); *Farmers Cooperative Gin Ass'n*, 161 NLRB 887, 889-902 (1966), *enf'd sub nom.*, 128 App. D.C. 383, 389 F. 2d 553 (1968).

It is not disputed that the Company, without prior notification to the Union, increased the length of a shift in the hub core department from 8 to 10 hours, reduced the hours worked per week from 48 to 44, and reduced

²⁵ Accord, *Falcon Plastics v. N.L.R.B.*, 397 F. 2d 965 (C.A. 9, 1968). See especially, *Montgomery Ward & Co. v. N.L.R.B.*, 374 F. 2d 606, 608 (C.A. 10, 1967) where the Tenth Circuit observed:

Impulsive behavior on the picket line is to be expected especially when directed against non-striking employees or strike breakers. Absent violence, varying incidents have been held not to disqualify the picket from the protection of the Act.

Of course, if the Court agrees with the Board that the Company discharged McCloud because of his union activities and not because of the Crow incident, the *Thayer* balancing problem need not be reached, for it is well settled that the existence of a valid ground

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the hourly wages of employees Hargest and Howard (see stipulation, J.A. 400). At the time of these unilateral actions, the Union had been certified by the Board as the exclusive bargaining agent of the affected employees and was entitled to be consulted.²⁶ Section 8(d) of the Act; *Overnite Transportation Co. v. N.L.R.B.*, 372 F.2d 765, 768-769 (C.A. 4, 1967), cert. den., 389 U.S. 838. Even though there might be sound business reasons for the changes, still the Union had the right to bargain about such matters as the reasonableness of a 10-hour shift, the reduction in the workweek, and the diminution of two employees' wage rates.²⁷ The Company's failure to bargain "plainly frustrated the statutory objective of establishing working conditions through bargaining." *N.L.R.B. v. Katz*, *supra*, 369 U.S. at 744.

For similar reasons, the unilateral wage increase of June 12, 1966, also violated Section 8(a)(5) and (1) of the Act. By letter of that date, each employee was notified of a general wage increase and shift differential "to be effective with the payroll period beginning June 12 and the Union has been so informed" (J.A. 736). It is true that the Union was simultaneously informed of the wage increase, but it was asked only if it had any questions concerning this increase and was not afforded an opportunity to bargain

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²⁵ for discharge is no defense to a Section 8(a)(3) charge where such ground is not the real reason for the discharge. *N.L.R.B. v. Whittin Machine Works*, 204 F. 2d 883, 885. (C.A. 1, 1953); *N.L.R.B. v. Symons Mfg. Co.*, 328 F. 2d 835, 837 (C.A. 7, 1964); *N.L.R.B. v. Longhorn Transfer Service, Inc.*, 346 F. 2d 1003, 1006 (C.A. 5, 1965).

²⁶ Unless the Fifth Circuit ultimately upholds the validity of the Board's certification, it is conceded that there can be no violation of Section 8(a)(5) for unilaterally changing terms and conditions of employment.

²⁷ Contrary to the Company's contention, it is evident that these unilateral changes worked a direct, immediate and substantial impact on the employees' working conditions. They were now to work longer hours per day and at least two of them were to receive a lower rate of pay. Cases such as *Westinghouse Electric Corp.*, 150 NLRB 1474 (1965), relied on by the Company, are thus inapposite. Compare, *Int'l Union, UAW, etc. v. N.L.R.B. (General Motors Corp.)*, 127 App. D.C. 97, 381 F. 2d 265 (1967).

about the matter.²⁸ The Company would exculpate itself by claiming that the Union acquiesced in the increase (Co. br. 53-57). There is no merit to this defense. First of all, consistent with announced Company policy (see n. 28), it is clear that the Company was not endeavoring to obtain the Union's assent to the wage increase but rather was presenting it with a *fait accompli*. Here, as in *N.L.R.B. v. Agawam Food Mart, Inc.*, 386 F.2d 192 (C.A. 1, 1967), "If [the employer's] purpose was the simple and single one which it contends it was, namely, a bona fide attempt to obtain the union's waiver of objection to an increase in benefits, it would have asked the union first, and privately, rather than commence with a public announcement * * *". Second, the Company's claim that Union President Lazzerini's letter to the Company of June 10 (J.A. 1011) amounted to acquiescence in the wage increase is unwarranted. While Lazzerini did state that he was "gratified" that the Union's presence had brought forth what he termed a "token increase," this can hardly be termed a waiver of the Union's right to bargain on the matter. In view of the fact that the Company had already notified the employees of the increase, the Union could hardly oppose its implementation. It could only note, as Lazzerini did, that the "Company continues to refuse to negotiate a meaningful wage increase. . . ." The Union's response hardly excuses the Company's unilateral action. Cf. *N.L.R.B. v. Generac Corp.*, 354 F. 2d 625, 628 (C.A. 7, 1965).²⁹

²⁸ Indeed, in another letter to the employees about a month earlier, the Company had spelled out its policy "not [to] enter into negotiations with these organizers until the Federal Court reviews our case and directs us to bargain with them. . . ." (J.A. 745).

²⁹ The Company's contention (Co. br. 57-58, n. 60) that it should not be found guilty of violating Section 8(a)(5) of the Act because it unilaterally changed working conditions while in the process of challenging the Union's certification is to no avail. Although an employer who wishes to challenge the Board's certification must commit an unfair labor practice and expose himself to a bargaining order as the sole means of obtaining judicial review (*Boire v. Greyhound Corp.*, 376 U.S. 473, 476-479 (1964)), he acts at his own peril if, subsequent to his refusal to recognize the Union, he engages in conduct inconsistent with his duty to bargain. *N.L.R.B. v. Winn-Dixie Stores, Inc.*, 361 F.2d 512, 515-516 (C.A. 5, 1966), cert. den., 385 U.S. 935. See also, *N.L.R.B. v. Consolidated Rendering Co.*, 386 F.2d 699, 704 (C.A. 2, 1967); *N.L.R.B. v. Mid-West Towel & Linen Service*, 339 F.2d 958, 964 (C.A. 7, 1964). As both the Trial Examiner (J.A. 21-22) and the Fifth Circuit in *Winn-Dixie*, *supra*, 361 F.2d at 516, noted, this is consistent with Section 10(g) of the Act which expressly provides: "The commencement of proceedings under subsection (z) or (f) of this section shall not, unless specifically ordered by the court, operate as a stay of the Board's order."

IV. THE BOARD PROPERLY REFUSED TO FIND THE ADDITIONAL VIOLATIONS URGED BY THE UNION

A. The alleged constructive discharge of A. C. Smith

The Trial Examiner, approved by the Board, dismissed the allegation that A.C. Smith was discharged in violation of Section 8(a)(3) and (1) of the Act (J.A. 13-16) because (1) Section 10(b) of the Act³⁰ barred consideration of the allegation and (2) Smith quit his employment and was not constructively discharged. As we show below, the Board's finding is entitled to affirmance on either theory.

The original charge in this case was filed on August 23, 1966 (J.A. 700), in which it was alleged that the Company discharged seven named employees on August 5, 1966 (see pp. 5-6, *supra*) because of their union membership or activity. An amended charge was filed on September 12, 1966 (J.A. 701) in which, *inter alia*, the name of Smith was added as having been previously discriminatorily discharged on March 20, 1966.³¹

It is true, as the Union asserts in its brief (Un. br. p. 9), that a charge is not a formal pleading, that it merely sets in motion the Board's investigation machinery, and that a complaint is not limited to events specified in the charge. But it is also true that the events alleged in the amended charge must be closely related to those originally alleged if the limitations period set forth in Section 10(b) is to be given effect. *Exber, Inc. d/b/a El Cortez Hotel*, 160 NLRB 1442, 1446-1447 (1966), *enf'd.*, 390 F. 2d 127, 129-130 (C.A. 9, 1968). There is clearly no reasonable relation, in point of time or otherwise, between the alleged constructive discharge of Smith on

³⁰ Section 10(b) provides in pertinent part that "no complaint shall issue based upon any unfair labor practice occurring more than six months prior to the filing of the charge with the Board. . ."

³¹ It was later stipulated at the hearing that Smith's employment ceased as of February 28, 1966 (J.A. 14).

February 28 and the discriminatory discharge of the seven strikers some 7 months later on August 5, which was alleged in the August 23 charge.³²

In any event, the Trial Examiner concluded that Smith voluntarily quit his employment and was not constructively discharged. This conclusion has ample support in the record. Thus, the Company's shipping manager, Jack Morris, told Smith that he had shorted some customer orders recently and that this could not be tolerated "because our customers wouldn't be with us long if we did." Smith thereupon abruptly announced that he would save everyone a lot of trouble and quit, that the "pasture looked greener someplace else" (J.A. 479). Personnel Advisor Thomas asked Smith if he was sure that this is what he wanted to do. Smith insisted that it was and that he was looking for a better job anyway (see J.A. 441, 463-464, 476-480, 491-492).

It is true that there is also evidence in the record, largely the testimony of Smith, that, if viewed in isolation, would tend to show that Smith was goaded into quitting because of his protected union activities (Un. br. pp. 13-16). However, Company witnesses gave a different version of the relevant events, *supra*, and the Examiner acted within his discretion in dismissing this portion of the complaint. As this Court has repeatedly asserted, where the Board finds that an employer's conduct did not interfere with protected rights, the Board's determination will be upheld unless it has "no rational basis" (*International Woodworkers v. N.L.R.B.*, 105 App. D.C. 37, 39, 263 F. 2d 483, 485 (1959); *Amalgamated Clothing Workers v. N.L.R.B.*, 124 App. D.C. 365, 378, 365 F. 2d 898, 911 (1966)), or unless "the evidence required the Board to uphold the claim" that the statute was violated (*Amalgamated Clothing Workers v. N.L.R.B.*, 118

³² The cases cited by the Union (Un. br. pp. 10-11) are not to the contrary. For example, in *N.L.R.B. v. U.S. Gypsum Co.*, 206 F.2d 410 (C.A. 5, 1953), cert. denied, 347 U.S. 912 the discharges alleged in the original and amended charge occurred within a few days of each other. And in *The Singer Co., Wood Prods. Div.*, 158 NLRB 677 (1966), the Board merely reiterates the established proposition that "precharge matters not specified in but related to those set up in the charge" (*id.* at 681) may be included in the complaint.

App. D.C. 191, 334 F. 2d 581 (1964)) because the only inference reasonably to be drawn from the record is that respondent violated the Act. We submit that the Board's conclusion that Smith quit to seek "greener pastures," and not because he was harassed because of union activities is a reasonable inference on this record.

B. The Conduct of J. W. Gresham

On August 18, about 10 a.m., J. W. Gresham, manager of the independent employee credit union situated on the Company's premises, approached a picketing employee and said, "Ashcraft, you miss one payment on your car, we will take it" (J.A. 34; 304). The Board, reversing the Trial Examiner, concluded that this remark by Gresham was not attributable to the Company (J.A. 47-48).³³ The Board acknowledged that Gresham did wear a gold hat, a symbol of supervisory status at the plant, received his pay from the Company, and accumulated seniority with the Company (J.A. 47, 429, 367). On the other hand, the credit union is an independent employee organization which compensates the Company for Gresham's salary and for use of the premises (J.A. 47-48; 286, 366-369, 429). The Board concluded that Gresham was not, and was not held out by the Company to be, a representative of management whose conduct should be attributable to the Company. Although Gresham wore a gold hat, there is no evidence that he exercised any of the supervisory powers set forth in Section 2(11) of the

³³ There is no conflict between the Examiner and the Board with respect to "evidence supporting [the Board's] conclusion." *Universal Camera Corp. v. N.L.R.B.*, 340 U.S. 474, 496 (1951). The difference between them is simply whether Gresham's conduct, on the facts of this case, should be attributable to the Company. The Board is the decision-making authority empowered to draw inferences and legal conclusions from the underlying facts. Thus, where both the Board's conclusion and the Trial Examiner's are reasonable, it is the Board's position which should prevail. "The Board members may or may not be sounder in their inferences and findings than the Examiner, but it is they who have been given the statutory responsibility." *Oil, Chemical and Atomic Workers, etc. v. N.L.R.B.*, 124 App. D.C. 113, 115-116, 362 F.2d 943, 945-946 (1966). Accord: *N.L.R.B. v. A.P.W. Prods. Co.*, 316 F.2d 899, 903-904 (C.A. 2, 1963).

Act and the employees were obviously aware of that fact. Thus, there was no reason for the employees to believe that Gresham was speaking for management. Compare *National Food Stores, Inc.*, 169 NLRB No. 12 (1968), 67 LRRM 1137, 1139.³⁴

C. The Alleged Withholding of a Wage Increase Prior to June 12, 1966

By letter of June 6, 1966, which was distributed to employees, the Company stated: "since the petition for an election was originally filed by the union, all matters with respect to wages, hours and working conditions have been frozen. However, considerable time has elapsed and the Company feels our employees should not be penalized further by the continued freezing of these conditions" (J.A. 47; 736). On this basis, and this alone, the Examiner found that the Company unlawfully withheld wage increases prior to June 12 (J.A. 35-36). The Board reversed, finding that this statement did not establish by a preponderance of the evidence, that increases would have been granted prior to June 12 (J.A. 47).³⁵ There was no showing that the Company actually passed over or deferred a general wage increase. In fact, the record shows that several merit increases were granted after the Union filed its petition (Un. br. p. 20). While the Company's statement in its letter may arouse some suspicion, this does not rise to the level of proving a violation of the Act. See, *International Woodworkers of America v. N.L.R.B.*, 104 App. D.C. 344, 262 F. 2d 233 (1958).

³⁴ *Joy Silk Mills v. N.L.R.B.*, 87 App. D.C. 360, 185 F. 2d 732 (1950), cert. denied, 341 U.S. 914, relied on by the Union (Un br. p. 18) is inapposite. In *Joy Silk*, the employer was held responsible for the conduct of one Carpenter. Although Carpenter was the bookkeeper for Joy Silk Mills, Inc., he was president of Premier Knitting Mills which occupied the adjoining premises. The controlling stock interests of both companies was identical. Carpenter occupied one of three front offices at the mill and met all callers to both companies. The other two offices were occupied by the plant superintendent and general manager of Joy Silk (185 F. 2d at 736, 738). In addition, Carpenter had authority to hire and fire for Premier, though not for Joy Silk. On these facts, the Board, affirmed by this Court, held that Carpenter was a supervisory employee and "was treated as a part of the management." 87 App. D.C. 367, 185 F. 2d at 739. It is thus clear that Carpenter did much more than wear a gold hat to warrant the conclusion that he was a supervisory employee.

³⁵ See footnote 33, *supra*.

CONCLUSION

For the foregoing reasons, it is respectfully submitted that a decree should issue denying the petitions to review and enforcing the Board's order in full.

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January 1969.



United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 21,928

INTERNATIONAL MOLDERS & ALLIED WORKERS UNION,
AFL-CIO,

Petitioner,

versus

NATIONAL LABOR RELATIONS BOARD,

Respondent,

and

TYLER PIPE & FOUNDRY COMPANY,

Intervenor.

No. 22,002

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

versus

TYLER PIPE & FOUNDRY COMPANY,

Respondent.

United States Court of Appeals
for the District of Columbia Circuit

No. 22,263

TYLER PIPE & FOUNDRY COMPANY,

Petitioner,

versus

NATIONAL LABOR RELATIONS BOARD,

Respondent.

and

INTERNATIONAL MOLDERS & ALLIED WORKERS UNION,
AFL-CIO,

Intervenor.

On Petitions to Review and Set Aside and Cross Petition to Enforce
And Set Aside an Order of the National Labor Relations Board

MOTION FOR REHEARING

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On Petitions to Review and Set Aside and Cross Petition to Enforce
And Set Aside an Order of the National Labor Relations Board

MOTION FOR REHEARING

TO THE HONORABLE UNITED STATES COURT OF
APPEALS FOR THE DISTRICT OF COLUMBIA
CIRCUIT:

Now comes Tyler Pipe and Foundry Company and
would petition this Honorable Court for a rehearing of

a portion of the above-stated cause, and as grounds therefor would show as follows:

I.

ISSUES PRESENTED FOR REHEARING

1. The Court's decision that there is substantial evidence to support the Board's finding that seven employees were discharged in violation of the Act overlooks the facts which prove the unreasonable and unprotected quality of the action of those employees.

2. The Court's decision that there is substantial evidence to support the Board's finding that employee Clifton McCloud was discharged in violation of the National Labor Relations Act¹ overlooks or misapprehends the reported decisions of this Circuit and the express provisions of the Act and encourages violent conduct and breaches of the peace.

II.

STATEMENT UNDER POINTS 1 AND 2

This petition raises two narrow points for rehearing; i.e., whether there is substantial evidence on the record as a whole to support violations of Section 8 (a) (3) and (1) of the Act by the Employer's discharge of seven employees who walked off their jobs, and the discharge of employee Clifton McCloud for engaging

¹29 U.S.C. §151 et seq. (1964). (Hereafter known as the Act.)

in unprotected activity. It is the Company's position that these discharges were for cause and the alleged violations of the Act are not supported by substantial evidence.

(a) *The seven employees who were employed in the Hub Core Department of the Company and on August 5, 1966, were notified of a shift change effective August 7, 1966.*

Early in the morning on August 5th, after work was over, the Hub Core employees held a meeting out of the presence of the Company. At this meeting, it was apparently decided that the employees would talk to some of the "high officials" as a group; that if the officials wouldn't meet with the employees as a group the employees would not work a scheduled Friday night overtime shift but would go back to work on Sunday on the new schedule.

The overtime shift in the Hub Core Department was scheduled to begin at 10:00 p.m. on the evening of August 5th. At that time eight of the thirteen employees appeared, led by two of the in-plant union committeemen, and requested a meeting with a representative of the Company. When this request was denied, the employees walked off the job. The Trial Examiner found that such action was protected, concerted activity *under the leadership of in-plant committeemen Love and Clay*, and that the Company illegally discharged seven of the eight employees as of that time. The Board found that the Company "unlawfully discharged seven employees who, in protest of a sudden change in their working conditions

which manifested Respondent's continuing unlawful refusal to negotiate with the Union, refused to work on August 5, 1966."

(b) *Clifton McCloud*. Following the Company's refusal to allow the seven employees to return to work on August 7, 1966, a handbill was put out by the Union calling for a special meeting on August 13, 1966 to demonstrate support for the seven employees. A strike began on August 16, 1966, and McCloud was one of the strikers. The Company was notified that the Union suspended this strike on August 23, 1966, and, of all the employees on strike, the only employee not allowed to return to work was Clifton McCloud.

It is undisputed that on August 17, 1966, Clifton McCloud called another employee a "scab" and then followed the employee's car down a highway from the plant and attempted to initiate a fight. McCloud was discharged for this misconduct.

III.

ARGUMENT AND AUTHORITIES

(a) *The Seven Employees*: At time of trial of this case before the Examiner the Company offered a schedule, showing replacement of certain employees and absorption of some of the jobs (see Company Brief at 36 n. 46). The employees were therefore legitimately and timely replaced.

It was not necessary to replace these workers who refused to work the overtime shift, however, since

they were engaged in unprotected activity. The protest was (1) an unreasonable method of protest taken at an inappropriate time;² and (2) was a demand to unlawfully force the Company to recognize the Union.

First, the Company was not faced with a situation in which employees ceased work in protest against conditions imposed by the employer, but one in which a very small group of employees intended to continue work only if their own notion of the terms of employment should prevail, i.e., the employees would not work an overtime shift but would be back on Monday.³

Further, the walkout was clearly tied to demands which would have forced the Company to forego its right to test the certification issued by the Board. In fact, at the very time of this walkout the Company was in the process of appealing the certification. Ultimately, the certification was revoked by the Fifth Circuit, and the case was remanded for a hearing on the Company's objections.⁴

On August 5, 1965, and at pertinent times thereafter, the Company was faced with demands voiced by known union committeemen to meet.⁵ Inasmuch as there was no final certification outstanding, the Company should not be held in violation of the Act by refusing to negotiate with union representatives.

²*Dobbs House, Inc. v. NLRB*, 325 F.2d 531 (5th Cir. 1963).

³See Brief for Board at 14 n. 13, and accompanying text.

⁴____ F.2d _____, 70 LRRM 2739 (5th Cir. 1969).

⁵Brief for Company at 31-32.

Not all concerted activities are protected; the manner, methods and goals of a strike are important in assessing its character. Here, the walkout of seven employees was a planned attempt to force the Company to recognize the Union at a time when the Company was exercising its only means to obtain review of the question of the validity of the Board's certification. It was, therefore, unprotected activity.⁶ The *Washington Aluminum* case⁷ does not compel a different conclusion.

In *Washington Aluminum*, employees wholly unrepresented banded together and left work as a means of protesting intolerable working conditions. The *Washington Aluminum* employees, unlike those in the instant case, were not attempting to force the employer to recognize the union; further, they were not attempting to dictate which shifts they would work.

The demands of the Tyler employees at the start of the ten o'clock shift on the night of August 5 were clearly tied to union *recognition* and were made by union committeemen, as opposed to spontaneous activity to protest absolutely intolerable working conditions, as in the *Washington Aluminum* line of cases. It is clear that this strike was to pressure the Company to relinquish its legal right to test the certification. This strike to force the Company to deal with a union not finally certified was unprotected. *NLRB v. Cactus Petroleum Co.*, 355 F.2d 755 (5th Cir. 1966). Sub-

⁶*NLRB v. Blades Mfg. Co.*, 344 F.2d 998 (8th Cir. 1965).

⁷*NLRB v. Washington Aluminum Co.*, 370 U.S. 9 (1965).

stantial evidence on the record as a whole does not support the Board's findings that the employees were engaged in protected concerted activity.

(b) Clifton McCloud was discharged for cause within the meaning of Section 10 (c) of the Act.⁸ The seriousness of McCloud's misconduct, directed toward a fellow employee away from the plant and picket line, was sufficient justification for discharge.

The Examiner stated the applicable legal rule in the McCloud case as the "balancing doctrine" as expressed in *Quality Limestone Products, Inc.*, which grows out of *NLRB v. Thayer Co.* and *NLRB v. Kohler Co.*⁹ If in fact this standard should be applied, then the Trial Examiner incorrectly determined that the "incident did not justify discharge." This was an incorrect application of the *Thayer* case⁹ and the *Kohler*¹⁰ decision of this Circuit. The Examiner misapplied *Thayer* because he had already concluded that the Employer had violated section 8(a)(5) of the Act by refusing to meet with the Union as statutory representative.

The "balance" struck was therefore inordinately weighted by the foregone conclusion that the Company was already in violation of section 8 (a) (5) of the law.

⁸This section reads in part: "No order of the Board shall require the reinstatement of any individual as an employee who has been suspended or discharged, or the payment to him of any back pay, if such individual was suspended or discharged for cause."

⁹213 F.2d 748 (1st Cir. 1954) cert. den. 348 U.S. 883.

¹⁰112 App. D.C. 107, 300 F.2d 699 (D.C. Cir. 1962) cert. den. 382 U.S. 836.

The Trial Examiner, applying the test enunciated in *Thayer and Kohler*, balanced the seriousness of McCloud's conduct against the unfair labor practices and the "other illegal actions of the Company."¹¹ Thus, he concluded that the "incident did not justify discharge." However, the Fifth Circuit has subsequently ruled that there was no valid outstanding certification and ordered that company be given a hearing to determine whether or not it is under a duty to bargain with this Union, thus negating many of the acts relied on by the Trial Examiner and Board. This Court simply held that there was substantial evidence to support the findings of the Board and the Trial Examiner as to the discharge of McCloud. It is thus apparent from the face of the opinion that no weight has been given to the decision of the Fifth Circuit. In order to give effect to the holding of the Fifth Circuit, this Court would have to re-evaluate and re-balance the activities of McCloud with those of Respondent.

In fact, Respondent has been denied due process in this case because it is entitled to have a re-evaluation of the conduct of Respondent and McCloud in light of the Fifth Circuit's decision.

¹¹See e.g., Trial Examiner's statement that the seven employees, "by their request were acting in furtherance and support of their statutory representative's purpose." (A. 28) "I also find that Respondent's failure to notify and give the Union an opportunity to engage in collective bargaining concerning the proposed shift changes and wage reductions at a time when the Union was the statutory bargaining representative of the employees constituted an independent violation of Section 8(a)(5)" (A. 30) "I also find that Respondent's failure to honor the outstanding certification, its failure to engage in collective bargaining, and reductions in the wages of Hargest and Howard were contributing factors to the strike of August 16." (A. 32)

McCloud's activities involved dangerous attempts to provoke an altercation and they cannot be brushed lightly aside with a holding that there is substantial evidence to support the Examiner's and the Board's findings — when much of that evidence has been nullified by the subsequent decision of the Fifth Circuit.

In *Oneita Knitting Mills v. NLRB*, 375 F.2d 385, 390-391 (4th Cir. 1967), the court there applied this Circuit's own standard to a fact situation almost identical in every respect to the case at hand. In reversing the trial examiner and the Board and refusing reinstatement of one of the strikers, the court stated:

"The following of the McKenzie vehicle in the circumstances is the type of misconduct which has an effect of intimidating the non-strikers. Engaging in the throwing of eggs or other objects at a moving automobile upon the highway is both criminal and dangerous. For these reasons the Company was justified in refusing reinstatement. . . ."

The undisputed evidence was calculated to intimidate non-strikers and was inherently dangerous. The Board's order simply should not stand in light of the undisputed testimony. McCloud's misconduct justified his discharge.

WHEREFORE, Petitioner requests that this Court reconsider the issues here raised and that the McCloud discharge be upheld as discharge for cause and that reinstatement be denied, and, further, that the

Court deny enforcement to such portion of the Board's decision as orders reinstatement of the seven employees, and that the Court reverse such portions of the Board's award and order insofar as same convicts Petitioner of violating Sections 8 (a) (3) and (1) of the Act with respect to action taken by the Company against McCloud or the seven employees.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing Motion For Rehearing has been posted this date in the United States Mail, postage prepaid, to:

Honorable Marcel Mallet-Prevost
Assistant General Counsel
Office of the General Counsel
National Labor Relations Board
Washington, D.C.

Mr. Herbert S. Thatcher, Attorney
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Washington, D.C.

Dated this June __, 1969.
